



STATE OF LOUISIANA
DEPARTMENT OF EDUCATION
RECOVERY SCHOOL DISTRICT
1641 POLAND AVE., NEW ORLEANS, LA 70117
(504) 373-6200 • www.rsdl.net



Date: February 25, 2010

ADDENDUM NO. 02

Your reference is invited to Request for Proposal for LDOE, Recovery School District
Student Transportation Services, File No. **RFP 682001-1303011501**.

Attached are answers to inquiries and clarification, as well as supporting documents.

This addendum is hereby officially made a part of the referenced proposal and should be acknowledged therein.

Kerry Doucette
Director of RSD Procurement & Contracts
By: Ann Kirklin
Contract Coordinator
Telephone No. 504-373-6200 ext, -20078
Email: ann.kirklin@rsdla.net

Addendum 02: Proposer's Inquiries, Question and Answers
RFP 682001-1303011501
Student Transportation Services
February 25, 2009

1. Can you provide a copy of the student transportation services contract that is currently in place?

A copy of the current agreement is attached.

- **RSD Contract – Amendment to OPSB Contract, Exhibit I**
- **OPSB contract – Basis for the RSD contract and basis for RSD contract, Exhibit II**

The RSD contract is of little use to a proposer without the OPSB contract so we included both of them.

2. Are the buses for the SPED routes required to have air conditioning?

Special Needs buses are equipped with air conditioning per IEP requirements only. There are currently 32 Special Needs routes – 15 of which are equipped with AC per IEP requirement. This number is trending upward.

3. Can you clarify the number of annual field trips in the District? I believe Mike Johnson said he had that information available.

Athletic	995
Field Trips	1669
Late Buses	2870
Midday	0

4. GPS & Video Cameras:

Could you provide specs for both systems so there is a clear understanding of what is required?

While the RSD does not have specific specifications for GPS or Digital Video Cameras we expect a high quality, flexible and user friendly digital video product such as Busguard, REI, SEO and 24/7 and GPS products such as Busguard, Synovia and ZONAR or equal. We suggest that all proposers indicate what they will provide given the following criteria at a minimum:

GPS – The RFP calls for daily per bus add-on pricing. Passive and Active GPS should be quoted. Minimum requirements for passive would include replay of where the bus has been for verification of stop information, on time reports, etc. Minimum requirements for active GPS per fifth bullet point on page 25 must include live look up, route replay, on time reports, coverage reports, etc.. The RSD will require direct access via web at all times with availability of information stated previously at a minimum.

Digital Video Recording – The RFP calls for three camera digital video designed to record the activity of the passengers, driver and monitor (if assigned). Compatibility with GPS systems and web lookup should be considered.

5. Extension: Document Location: p.3-1#1.0; p.32-#4.2; p.45-“RFP-Notice of Award”; p.52 Will the District consider adding the term "written" to describe the mutual agreements and include the following? “The negotiation process for each extension including the negotiation of new economic terms shall occur on or before February 1st of the preceding school year.”

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

6. Termination For Convenience

Document Location: p.14-#3.2.2; p.37-6th par

Will the District consider allowing modifying this section as follows to allow a mutual benefit:

“The RSD and/or State parties may terminate the Agreement at any time by giving thirty (30) sixty (60) days written notice to contractor the other party of such termination or negotiating with the Contractor an effective date.”

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

7. Termination for Lack of Funding

Document Location: p.14-#3.2.3; p.32-#4.2; p.42-1st par

Will the District consider altering this language to reflect:

“In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor on or before May 1 prior to the end of any Contract Year for services to be rendered in the following Contract Year. In the event state funding is restored following a termination of this Agreement under this Section, Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.”

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

8. Indemnification: Document Location: p.12-#3.1; p.38-7th & 8th par

Will the district consider the following adjustment to section 3.1 and remove the following phrases from the indemnification provisions and in the sample contract: “or subcontractors,” “without limitation,”

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

And, could the district add the following language to the end of the 1st sentence, 3rd paragraph, section 3.1, p.12 and at the end of the 1st sentence, p. 39 of the sample contract:

“...except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees.”

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

9. Force Majeure: Document Location: p.12-#3.1; p.38-6th par

Will the District consider including the following language to be added to the contract:

"In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action or any other condition or cause beyond Contractor's control, District shall excuse Contractor from performance under this Agreement."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

10. Liquidated Damages/Penalties: Document Location: p.20-#4.1A.4; p.23-#4.1A.13; p.25-#4.1B.3; p.30-#4.1B.12; p.31-#4.1B.15; p.48-Sched. L

The district requires a response within 24 hours to avoid paying liquidated damages.

Would the district consider allowing up to 3 days to ensure a full investigation can be completed?

Initial response must be within 24 hours. If further investigation finds further relevant information it may be submitted for consideration.

11. Also, will the district agree to provide the following language to this section: District must inform Contractor within 48 hours of a listed violation of its intent to assess liquidated damages for such event and must bill for such liquidated damage within 31 days of its assessment. Failure to either timely notify or bill Contractor shall relieve Contractor of its obligation to pay liquidated damages for the particular event."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

12. Service Level Adjustments: Document Location: p.16-#3.8; p.20-#4.1A.5; p.23-#4.1B.3; p.46-Ex.A.
Will the District consider the following change to this language to include: "District may increase or decrease services to be provided by Contractor under this RFP. However, where such increases or decreases materially impact the service levels or equipment levels required of Contractor under the assumed routes, schedules, and vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates at which services are provided to cover increase or decreases in cost structure associated with such changes by District."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

13. Assignment: Document Location: p.40-3rd par.

Will the district consider the following language addition: "District's consent to assign shall not be unreasonably withheld or delayed. Contractor may assign this Agreement if the assignment is made to a parent, subsidiary, related or affiliated company."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

14. Records and Reports: Document Location: p.22-#4.1A.13; p.26-#4.1B.5; p.27-#4.1B.7 & 4.1B.8; p.28-#4.1B.9; p.31-#4.1B.16; p.41-3rd par.

Will the District consider the following addition to this section: "Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by District pertaining to students, routes, stops, mileage audits and other information having to do with daily operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided. Contractor shall maintain such records and submit such reports, as are deemed necessary by the District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both parties. Contractor will not be responsible for filing on behalf of District any state or regulatory reports concerning ridership or reimbursement."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

15. Accident Reports: Document Location: p.27-#4.1B.7.

Some accident reports may not be complete within 24 hours, allowing enough time to investigate and provide further written documentation. Will the District allow a qualification of the reports with a remark such as, "Pending further investigation, the following is our report of the accident that occurred on [date, etc.]".

We agree, okay to add.

16. Discipline: Document Location: p.27-#4.1B.7.

Will the District allow language a modification to this section including: "drivers should maintain order on the bus and report incidents of student misbehavior to District."

Agree with language as follows:

"Drivers should maintain order on the bus and report incidents of student misbehavior to the designated school official on RSD Bus Incident Form."

17. Emergency Evacuation Assistance: Document Location: p.32-#4.1B.18.

Will the District allow adding the following provision to this section: "Contractor will make reasonable efforts to cooperate with the evacuation requirements. District agrees to indemnify, hold harmless, and defend Contractor, its directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm or corporation, or any other entity resulting from or arising in connection with Contractor providing emergency evacuation transportation services to District. District also agrees to provide insurance for evacuation service at the levels otherwise applicable to this contract."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

18. Routes: Document Location: p.20-#4.1A.4.

Will the District consider allowing five (5) school days' notice to the contractor so that they will have time for inspection of stops and to train drivers?

**We may consider amending this provision as well as others during contract negotiations.
– 2 to 3 days should suffice**

19. Insurance: Document Location: p.23-#4.1B.2; p.27-28-#4.1B.8.
Will the District consider removing the following from this section: "pollution liability insurance." and directly or indirectly"

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

20. Will the District consider adding the following at the end of the first sentence in section 3.3: ". . . for claims arising under this Agreement."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

21. Operators and Employees: Document Location: p.23-#4.1B.2; p.27-28-#4.1B.8.
Will the District consider modifying 4.1B.8 as follows:
"The district reserves the right to ~~remove~~ request removal of a Standby driver..."

We agree, okay with noted strikethrough.

22. In addition, in Section 4.1B.2, will the district consider the following language change:
"Contractor shall be responsible for hiring and discharging personnel employed by Contractor. District shall have the right to request Contractor to remove from service any employee, provided that District shall make such request in writing, state the reasons therefore, that such request does not violate applicable local, state and federal laws and regulations."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

23. Facilities: Document Location: p.27-#4.1B.7; p.29-#4.1B.12.
Since the Contractor is not compensated for deadhead mileage and time, would the district consider allowing a facility in a neighboring Parish?

A facility in a neighboring Parish would be considered if it created efficiencies. The immediately bordering Parishes – St. Bernard, Jefferson and northern Plaquemines could be considered. St Tammany and St. Charles would not.

24. Vehicles/Equipment Modification: Will the District consider the addition of the following language:
"In the event that District or any governmental agency imposes additional equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, Contractor and District shall negotiate in good faith concerning price increases applicable to such equipment installation."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

- 25 Cameras: Document Location: p.22-#4.1A.10; p.23-#4.1B.3.
Will the District consider the following language addition regarding Cameras: "Contractor will retain the video and audio tapes for 14 days, unless agreed to otherwise by the parties."

**We may consider amending this provision as well as others during contract negotiations.
The provision remains as written.**

26. Dispute Resolution: Document Location: p.41-2nd par.

Will the District consider adding the following language to this section: "Nothing in this paragraph is meant to limit either party's rights to pursue any action in a court of law."

-Controlling Documents: Document Location: p.43 Will the District consider adding the following language "in the event of a discrepancy in the contract documents, the next controlling document after the Contract is the bid, followed by the RFP."

NO, we will not change the order of precedence. The provision will remain as stated in the RFP.

27. Under B-7 of the RFP Financial Qualification, it states that the contractor must demonstrate the ability to secure 50% bond of the total contract, we do not know the total amount.

Please get clarity

Based on the current contracted HTS requirement please see following:

Base Billing (\$296.53 per route per day)

Monitors (\$16.45 per hour) 6 hour min

2009/10 school year

256 buses for 177 regular school days \$13,436,367.36

69 buses for 26 extended year days \$531,974.82

65 monitors for 177 regular school days \$1,135,543.50

14 monitors for 26 extended year days \$35,926.80

Total estimated HTS 2009/10 \$15,139,812.48

Due to conversion of several RSD direct schools to charter for the 2010/11 school year, it is anticipated that 200 – 210 HTS buses will in all likelihood be the maximum requirement.

28. Would the district permit a facility in a neighboring parish if it created efficiencies?

A facility in a neighboring parish would be considered if it created efficiencies. The immediately bordering parishes – St. Bernard, Jefferson and northern Plaquemines could be considered. St Tammany and St. Charles would not.

29. Would this be considered an alternate proposal and if so, would the district consider an alternate proposal?

You may, at your discretion, submit alternate proposals, or proposals which deviate from the requirements; provided, that you also submit a proposal for performance of the work as specified In the statement of work. Such proposals may be considered if overall performance would be improved or not compromised and if they are in the best interests of the District. Alternative proposals, or deviations from any requirements of this RFP, shall be clearly identified.

30. Would the district be willing to extend the contract to 3 years with 2, one year extensions? This is a big investment for a one year contract.

No. We are not authorized to enter into multi-year contracts, which require approval from the legislature. The contract must be renewed and approved by the BESE board each fiscal year.

31. Currently are all the monitors used, Contractor monitors or School district monitors?

How many Total: **65**

How many are contractor: **65**

How many are School district: **0**

32. On Page 30 You talk about "Road Supervisors" are they district employees or contractor employees.

How many do you think will be required?

As stated in the 4th bullet point on page 30 – "Each contractor shall provide at least one full time road supervisor for each one-hundred routes operated for various safety duties."

33. Including all Charter Schools and the Recovery District how many everyday buses will be needed for this contract?

There are 256 route buses operated for RSD by the current vendor. With the transition of several RSD direct schools to charter we anticipate approximately 200 – 210 routes to begin in the 2010/11 school year.

34. What size buses are used for Special Ed. Bus routes?

Buses assigned to Special Needs routes currently range in size from 29 to 71 passenger. There are currently 18 routes with wheelchair lift capability requirements ranging from 1 to 4 wheelchair confined students on each of the 18 buses. A current Special Needs route assignment spreadsheet is attached.

35. Approximately How many trips are taking in one complete school year?

Athletic: **995**

Field Trips: **1669**

Late Buses for Activities: **2870**

Mid Day buses: **0**

36. Can we get a copy of the current contract with First Student?

A copy of the current contract is included with Addendum 2.

37. Can we get a copy of 3 months of current billings / invoices from first student to the district?

Copies of billing invoices are included for October, November and December of 2009.

38. Can not locate your website, could you please send the website address, where all questions and answers are posted?

<http://www.prd.doa.louisiana.gov/osp/lapac/pubmain.asp>

Exhibit I

**RSD Contract – Amendment to OPSB
Contract**

Pupil Transportation Contract Amendment

Between

**Louisiana Department of Education
Recovery School District**

And

Laidlaw Education Services

Dated May 9, 2006

CONTRACT ADMENDMENT

THIS TRANSPORTATION CONTRACT ADMENDMENT, made this 18 day of April, 2006 (to the Orleans Parish Master Contract with Laidlaw Transit, Inc.), by and between **State of Louisiana, through the Department of Education and Recovery School District**, (referred to as the "Recovery School District" or "State") and **Laidlaw Transit, Inc., dba Laidlaw Education Services**, with its headquarters located at 55 Shuman Boulevard, Suite 400, Naperville, IL 60563 (referred to as "Contractor");

WHEREAS, the Recovery School District is operating schools in Orleans Parish, Louisiana that were formerly operated by the Orleans Parish School Board (referred to as the "Board"); and

WHEREAS, the Recovery School District requires school transportation for the students enrolled in Recovery School District operated schools; and

WHEREAS, the Recovery School District does not own any vehicles or buses and intends to contract the transportation function; and

WHEREAS, the Recovery School District desires to engage the Contractor to perform and manage the student transportation function; and

WHEREAS, the Recovery School District acknowledges that Contractor has entered into the "Pupil Transportation Master Contract" dated January 6, 2006 with the Orleans Parish School Board (hereinafter the "Master Contract"), and that the Recovery School District desires the Contractor to provide transportation service to students enrolled in Recovery School District operated schools in accordance with the terms and conditions of the Master Contract, except as otherwise provided for under this Contract Amendment, and the Purchase Order, and further desires that Contractor submit its fee invoices for services rendered to the Recovery School District schools directly to the Department of Education;

NOW, THEREFORE, the Recovery School District and the Contractor, per the agreements set forth above, subsequent purchase order and the terms, conditions and consideration set forth below, further agree as follows:

Attached hereto and made a part of this Contract Amendment as if all provisions were fully copied herein is the January 6, 2006 "Master Contract" between the Board and Contractor, with attachments and amendments to the terms and conditions herein except as otherwise provided for under this Contract Amendment. The term (hereinafter referred to as "Term") of this Contract Amendment shall be the same as the term set forth in Paragraph 2.02 of the Master Contract, and any renewals thereof subsequent to approval by the Department of Education.

During the Term of this Contract Amendment, Contractor agrees to provide bus transportation to students enrolled in Recovery School District operated schools, and perform the management of the transportation function for all such schools, pursuant to the pricing schedule attached. (Attached as Exhibit 1.) The Fleet of buses used pursuant to this Contract Amendment shall be the same as the Fleet described in the Attachment B to the Master Contract, subject to modification as buses are taken out of and placed in service.

It is agreed that the Recovery School District will be responsible for, and work directly with, Contractor regarding all routing and scheduling functions, quality control and performance issues, maintenance issues, investigation of accidents, inspection and oversight functions, and invoicing issues stated in the Master Contract and this Contract Amendment with respect to transportation service provided for Recovery School District schools. The Recovery School District will remain directly responsible for investigating and managing any incidents or issues concerning pupil behavior and discipline.

Contractor agrees to submit to the Recovery School District its invoices for said transportation services pursuant to the pricing schedule attached. Recovery School District agrees to make payment within 30 days after receipt of invoice.

It is the intent of the Recovery School District and Contractor that bus transportation service to students enrolled in Recovery School District schools shall continue uninterrupted, and Contractor shall begin invoicing and receiving payment of fees in accordance with the attached pricing schedule.

Regarding the Contractor's insurance obligations under the Master Contract, all policies obtained by Contractor shall contain a Blanket Additional Insured Endorsement that will provide coverage to Recovery School District as an additional insured on the policy of insurance for claims arising out of this contract. Contractor shall be responsible for acquiring and maintaining for the term of this Contract Amendment insurance against losses arising out of damage to any and all buses used by Contractor in fulfilling its obligations to the Recovery School District under this Contract Amendment.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract Amendment and/or legislative appropriation shall be Contractor's obligation and shall be identified under Federal Tax Identification Number 52-2044846.

Termination for Cause

The State may terminate this Contract Amendment for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract Amendment;

provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract Amendment shall terminate on the date specified in such notice. The Contractor shall be entitled to payment for any service or work in progress up to the date of termination.

Similarly, the Contractor may terminate this Contract for cause upon the failure of the State to comply with any of the terms and/or conditions of this Contract Amendment; provided that the Contractor shall give the State written notice specifying the State's failure and 30 days for the State to correct said failure. If within 30 days after receipt of such notice, the State shall not have either corrected such failure or, in the case which cannot be corrected in 30 days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract Amendment shall terminate on the date specified in such notice. The Contractor shall be entitled to payment for any service or work in progress up to the date of termination.

Notwithstanding the foregoing provisions, it is agreed that under no circumstances shall Contractor be obligated to provide any service to the State under this Contract Amendment in the event that any of Contractor's fee invoices, to the extent that such fee

invoices accurately reflect amounts owed by the State under the terms and conditions of this Contract Amendment, remain unpaid for a period exceeding sixty (60) days from the date such invoices are received by the State.

Termination for Convenience

The State may terminate the Contract Amendment at any time by giving one hundred twenty (120) days written notice to the Contractor. The Contractor shall be entitled to payment for any service or work in progress, to the extent work has been performed satisfactorily.

Venue and Governing Law

Exclusive jurisdiction and venue for any action brought between the Recovery School District and Contractor arising out of this Contract Amendment or the Master Contract shall be the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana. This Contract Amendment, including the Master Contract, will be governed by the laws of the State of Louisiana.

Assignment of Contract Amendment

No contractor shall assign any interest in this Contract Amendment by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Fiscal Funding

The continuation of this Contract Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Contract Amendment by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the Contract Amendment, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract Amendment, the Contract Amendment shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

Right to Audit

It is hereby agreed that the Louisiana Department of Education's Internal Auditors, the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration's auditors and/or other auditors representing State or Federal government shall have the option of auditing all accounts or records of Contractor which relate to this Contract Amendment. All copies of any responsive records and/or accounts must be made available to any designated audit party performing the audit.

Discrimination Clause

Contractor agrees to abide by the requirements of the following as applicable:

- Title VI and VII of the *Civil Rights Act of 1964*, as amended by the *Equal Opportunity Act of 1972*
- *Federal Executive Order 11246*

- *Federal Rehabilitation Act of 1973, as amended*
- *Vietnam Era Veteran's Readjustment Assistance Act of 1974*
- *Title IX of the Education Amendments of 1972*
- *Age Act of 1975*
- *Americans with Disabilities Act of 1990*

The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract Amendment without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract Amendment.

Debarment and Suspension Clause

Contractor receiving individual awards hereby certifies that the organization and its principals are not suspended or debarred from any Federal or State program.

Confidentiality

This contract is entered into by Contractor and State in accordance with the provisions of the Family Educational Rights and Privacy Act, 20 USC §1232(g), et seq., (FERPA) and the Individuals with Disabilities Education Act, 20 USC §1400, et seq., (IDEA). Contractor hereby acknowledges that all documents, in whatever form including electronic form, which include personally identifiable information contained in a student's education record are deemed confidential pursuant to FERPA and IDEA. Contractor agrees to use personally identifiable student data only for the purposes of performing it's

obligations under this contract and not to re-disclose any such personally identifiable information without the prior written consent of the student's parent, legal guardian or the student, in the case of students who have reached the age of majority, or unless re-disclosure is otherwise authorized by law. Contractor agrees to return all such documents deemed confidential pursuant to FERPA and IDEA to the State at the conclusion of this contract.

Intent Regarding Charter Schools

The parties recognize that certain schools under the Recovery School District may be operated by a charter school association. It is the intent of the Recovery School District and Contractor that any such charter school association will have the option of utilizing the Contractor for its transportation function under the same terms and conditions as set forth in this Contract Amendment, to be agreed upon by Contractor and the charter school association in a separate contract. In this regard, it is agreed that the Recovery School District will immediately communicate with Contractor upon notice of any charter school association that proposes to take over operation of a Recovery School District school.

Master Terms and Conditions Exclusions

Section 2.03 **Start-Up Period** – This section is hereby amended in its entirety to incorporate the fixed pricing schedule attached, and the following terms and conditions. Contractor is continuing preparation of the buses and interviewing and processing for employment of qualified Drivers to fulfill the number needed to fulfill the busing needs pursuant to this Contract Amendment for the start of the 2006-2007 school year. The

State acknowledges that complete and accurate data regarding student enrollment is vital to Contractor's preparation to timely meet the busing needs for the 2006-2007 school year.

It is anticipated that the State will provide estimates on the numbers of Recovery School District students to be served under this Contract Amendment no later than the July 31, 2006. The State will provide complete and accurate student data no later than August 7, 2006.

The State acknowledges that Contractor shall not be liable for any delay in becoming fully staffed and operational to meet the busing needs under for the 2006-2007 school year, and such delay shall not be deemed a failure to comply with any of the terms and/or conditions of this Contract Amendment, so long as said delay is not due to the fault of the Contractor because estimates on the number of students to be served or accurate and complete student enrollment data is not timely supplied, or for any other reason, anticipated or unanticipated at this time, that is due to the fault of the State.

Until such time as final student enrollment data is supplied by the State and an adequate number of Drivers are hired and qualified in accordance with the State's enrollment data, the operating schedule of Routes will be prepared and implemented based on the selection of zoned bus stops for taking on and discharging students before and after the school day. The initial number of zoned Routes will be determined based on the number of available qualified Drivers. The parties may modify the operating schedule of zoned Routes by written agreement as circumstances change and until such time as there is a sufficient number of qualified Drivers to abandon the need for operating zoned

Routes.

Section 6.0 **Pricing Schedule** – This Section does not apply to Recovery School District and is excluded in its entirety.

Section 6.1 **Maintenance on Non-Student Transportation** – This Section does not apply to Recovery School District and is excluded in its entirety.

Section 6.04 **Price Escalation** - This Section does not apply to Recovery School District and is excluded in its entirety.

Section 6.05 **Exclusion from rates** – Paragraphs three (3) and four (4) of this Section do not apply to Recovery School District and this Contract Amendment, with the following exception. In the event there is any change in any federal, state or local law or regulation that increases the Contractor's cost of providing services under this Contract Amendment, including but not limited to increases in costs of providing labor, bus maintenance, repair, or replacement or any equipment requirements, then the State agrees to negotiate with Contractor for reimbursement of the added cost incurred by Contractor. If within a reasonable period of time, the parties are not able to negotiate an acceptable reimbursement of such increased costs, then Contractor has the right to cancel this Contract Amendment without penalty or recourse of any kind upon giving 30 days written notice to the State. Contractor shall continue to provide full transportation services to the RSD during this 30 day period.

Section 20.01-**Venue and Governing Law** - This Section does not apply to the RSD and is excluded in its entirety.

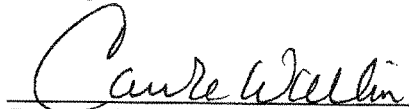
Section 20.02 – **Disputes; Attorneys' Fees** – This Section does not apply to the RSD and is excluded in its entirety.

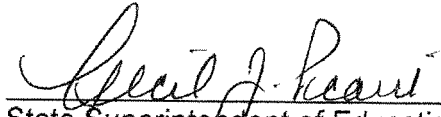
IN WITNESS WHEREOF, the parties have signed this Contract Amendment this ____ day
of _____, 2006.

State Agency Signatures


Assistant Superintendent

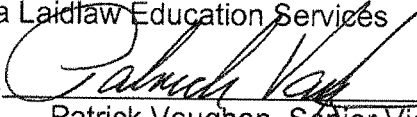
Deputy Superintendent for
Management and Finance


Deputy Superintendent of Education


State Superintendent of Education

President, State Board of Elementary
And Secondary Education

Laidlaw Transit, Inc.,
dba Laidlaw Education Services

By: 
Patrick Vaughan, Senior Vice President

Orleans Parish School District:

By: _____
Daryl Kilbert, Superintendent

IN WITNESS WHEREOF, the parties have signed this Contract Amendment this ____ day
of _____, 2006.

State Agency Signatures

Assistant Superintendent

Deputy Superintendent for
Management and Finance

Deputy Superintendent of Education

State Superintendent of Education

President, State Board of Elementary
And Secondary Education

Laidlaw Transit, Inc.,
dba Laidlaw Education Services

By: _____
Patrick Vaughan, Senior Vice President

Orleans Parish School District:

By: Phyllis Landrieu
Phyllis Landrieu, Board President

Exhibit 1 - Pricing Schedule

Cost Per Route Per Day	\$272.02	\$279.95	\$288.12	\$296.53
Cost Per Hour For Monitors (if requested)	\$15.00/hour	\$15.50/hour	\$15.96/hour	\$16.45/hour
Extracurricular Trips 3 hour minimum	\$75.00	\$77.25	\$79.57	\$81.95
Extracurricular Trips after 3 hours	\$25.00/hour	\$25.75/hour	\$26.52/hour	\$27.32/hour

Exhibit II

**OPSB contract – Basis for the RSD
Contract and Basis for RSD Contract**

“Pupil Transportation Master Contract”

Between

Orleans Parish School Board

And

Laidlaw Education Services

Dated JANUARY 6, 2006

CONTRACT
Between Orleans Parish School Board
and Laidlaw Education Services

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STATE OF LOUISIANA

PARISH OF ORLEANS

This agreement (hereinafter referred to as "Agreement" or "Contract") for Transportation Services is made and entered into as of the _____ day of January, 2006, by and between:

ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by its Acting Chief Restructuring Officer, **William Roberti of Alvarez & Marsal**, who is duly authorized to act herein pursuant to Louisiana Revised Statute 17:10.6 (hereinafter collectively referred to as the "**Board**" or "**OPSB**")

and

Laidlaw Transit, Inc., d/b/a Laidlaw Education Services, a foreign domestic corporation organized under the laws of the State of Illinois, with its principal place of business located at 55 Shuman Boulevard, Suite 400, Naperville, IL 60563, that is authorized to do and doing business within the State of Louisiana, herein represented by Vernon Grose, Vice-President of Business Development, who is duly authorized to act (hereinafter referred to as the "**Contractor**").

WITNESSETH

WHEREAS, the Board requires school transportation for students in Orleans Parish schools, and previously performed and managed the transportation service; and

WHEREAS, the Board owns a fleet of school buses that was substantially destroyed by Hurricane Katrina; and

WHEREAS, the Board intends to cease maintaining and operating buses and contract the transportation service; and

WHEREAS, to the fullest extent permitted by law, the Board hereby engages the Contractor to perform and manage the transportation service for all students enrolled in Orleans Parish schools that are under the authority and jurisdiction of the Board, including any and all charter schools or other schools in Orleans Parish that may be operated and/or governed by the State of Louisiana or any other political subdivision of the State; and

WHEREAS, the Contractor is willing to provide school buses and bus drivers, maintain those school buses, and perform and manage the transportation service for all students enrolled in Orleans Parish schools, all on the terms set forth in this Contract and such other contracts with charter school associations or other entities operating schools in Orleans Parish for which the Board provides bus transportation service.

NOW, THEREFORE, the Board and the Contractor, for the consideration stated herein, agree as follows:

SECTION 1 - DEFINITIONS

1.01 **Contractor** - Shall mean Laidlaw Transit, Inc., dba Laidlaw Education Services, whose headquarters are located at 55 Shuman Boulevard, Suite 400, Naperville, IL 60563.

1.02 **The Board or OPSB** - Shall mean Orleans Parish School Board, or its authorized and legal representatives.

1.03 **Board Officer** - Shall mean the Board's Superintendent, or the official designated by him or her to represent the Board in connection with all work, responsibilities, and obligations under this Contract, including, but not limited to, coordination with the Contractor's representative regarding services under this Contract. Each charter school association or organization operating under an addendum agreement with Contractor will also assign an officer to handle day-to-day operational issues.

1.04 **Drivers** - Shall mean all bus drivers that are employed by the Contractor.

1.05 **Fleet** - Shall mean all of the Contractor-owned school buses specified in Attachment B. It is understood and agreed that Attachment B is a list of the specific buses currently comprising the Fleet, and the list may be edited as buses are put in and taken out of service. The Fleet shall have the name Orleans Public Schools displayed on the both sides of each bus.

1.06 **Good Fleet Management Practice** - Shall mean the fleet management practices generally recognized in the school bus industry as the optimum by fleet operators of school buses for obtaining the maximum functional and economic utility from school buses during an assumed optimum period of retention.

1.07 **Maintenance Facility** - Shall mean an appropriate property occupied or leased by the Contractor for the purpose of maintaining buses pursuant to this Contract, or property that may be acquired by the Contractor for such purpose.

1.08 **Performance Bond** - Shall mean the form of security approved by the Board that may be required of the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract Documents (as defined in Section 2.01 below).

1.09 **Route** - Consists of the scheduled stops a Driver makes in transporting students to school in the morning and the scheduled stops made to transport students home in the afternoon.

1.10 **Subcontractor** - Shall mean and include any agent, including any independent contractor or any other person retained or used by Contractor who is not an officer, employee, or representative of Contractor to provide any services and to fulfill any obligation in connection with this Contract.

SECTION 2 - CONTRACT DOCUMENTS

2.01 The Contract documents consist of this Contract and all appendices hereto and by reference, the Board's Request for Proposal and Contractor's Proposal. In addition, this Contract shall consist of all mutually agreed amendments subsequent hereto that are made in writing and executed by both parties. In the event of a conflict among the Contract Documents, the provisions of this Contract shall control, unless a subsequent contract or amendment between the parties specifically provides to the contrary.

2.02 **Term of Contract** - The term of this Contract shall be five years and will commence on December 14, 2005 and terminate on June 30, 2010 (the Initial Term) and renewable for another five (5) year term.

2.03 **Start-Up Period** - Contractor and the Board agree that the initial start-up phase commenced on December 14, 2005, and Contractor actually began providing pupil transportation service for some students in Orleans Parish on December 14, 2005. Per the pricing provisions in this Contract, the Board agrees to compensate Contractor for all transportation services provided to any schools in Orleans Parish, including any charter schools, beginning December 14, 2005. The parties further agree that all provisions of this Contract shall apply to the services provided by Contractor beginning December 14, 2005, and to any dispute concerning the rendering of said services. After the start-up period, the Contractor must receive written authorization (i.e., via letter or e-mail) from the Board to add additional Charter School Associations/Organizations requesting transportation services to the Contract. If the Board refuses to authorize the adding of any additional Charter School Association/Organization to be governed by this Contract, then Contractor is not prohibited from entering into a separate contract or agreement with the requesting Charter School Association/Organization. Contractor is continuing preparation of the buses and interviewing and processing for employment of qualified bus drivers to fulfill the number of drivers needed pursuant to this Contract. Contractor agrees to have buses available for all hired school bus drivers on January 3, 2006. The Board agrees to compensate Contractor for a minimum of twenty-five (25) route buses commencing on January 3, 2006, even in the event that circumstances change and bus transportation of students is not required as of that date, and/or even in the event that fewer than twenty-five (25) buses can be provided as of January 3, 2006, because there is not an adequate number of qualified drivers available for that date, so long as the inability to obtain drivers is not due to the fault of the Contractor. Notwithstanding the minimum number of route buses, in accordance with the pricing schedule below, the amount paid by the Board to compensate Contractor will be at the rate of \$253.00 per day per route bus for the actual number of routes operated. However, if the actual number of routes operated is less than 25, the Board will compensate Contractor \$100.00 per day per route for the number of route buses not operated. It is anticipated that it will take approximately six to eight weeks from the date of execution of this contract to become fully operational. The Board recognizes that the time required to recruit and train new drivers will depend upon the availability of local labor. Contractor will work closely with the Board to communicate any significant delays in the period of time required to become fully operational.

2.04 **Right to Require Performance** - The failure of either party at any time to require performance of any provisions hereof shall in no way affect the right of the parties thereafter to enforce any provision of this contract. No waiver by the Board or the Contractor of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

2.05 **Option to Extend** - This Contract may be extended for an additional five-year term by mutual agreement of the Board and the Contractor (the Extended Term). The parties shall begin negotiations of the new rates for the extension term at least six (6) months prior to the end of the Initial Term.

SECTION 3 - CONTRACTOR'S RELATION TO BOARD

3.01 **Contractor as Independent Contractor.** Contractor hereby expressly agrees and acknowledges that it is an Independent Contractor as defined in LSA-R.S. 23:1021(6) and meets all of the requirements contained in Subsections I, /I and 1/1 of LSA-R.S. 23:1472(12)(E). As such, it is specifically agreed and understood that OPSB shall not be liable to Contractor, its agents, employees, sub-contractors, servants and/or any other person performing services under this Agreement for any benefits, contributions or coverage under the Worker's Compensation Laws of the State of Louisiana. The Contractor is responsible for payroll related costs, including unemployment compensation, of its employees. It is further expressly agreed and understood that OPSB shall not be a statutory employer with respect to Contractor's agents, employees, sub-contractors, servants and/or any other person performing services under this Agreement and, as such, shall not be liable to any of them for damages of any nature or kind, including attorney's fees and costs, any or all of them may sustain as a result of performing the services specified herein or otherwise, except to the extent caused by the gross negligence or willful misconduct of OPSB or its representatives. Neither Contractor, nor its agents or employees shall be considered employees of OPSB for the purpose of unemployment compensation coverage, the same being employees of OPSB for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto. OPSB is interested only in the result obtained under this Agreement and the manner and means of conducting the work are under the sole control of Contractor in accordance with the terms hereof. None of the benefits provided by OPSB to its employees are available from OPSB to the employees, agents or servants of Contractor. Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and sub-contractors during the performance of this Agreement.

3.02 **Subcontracting** - Contractor may subcontract services, such as, but not limited to, paint and body work, glass replacement, transmission sealing and repair, radiator work, hydraulics, suspension/spring work, major engine repairs, transmission work, road service, etc. Approval shall not be construed as making the Board a party of or to any subcontract, agreement or understanding and shall not subject the Board to any liability of any kind whatsoever to any subcontractor. Neither approval of a subcontract nor the subcontract itself shall, under any circumstances, relieve the

Contractor of any liability or obligation under this Contract; and, despite any approval of a subcontract, the Board shall only be obligated to deal with the Contractor, and Contractor shall remain solely and exclusively responsible for coordinating any activity and ensuring the performance of any Subcontractor.

3.03 **Board Representative** - Unless otherwise provided in this Contract, the Board Officer is hereby authorized to act on behalf of the Board as to all matters relating to this Contract and/or the services being performed hereunder. The Board Officer shall decide any and all questions that may arise as to the quantity, character, and quality of services performed or to be performed pursuant to this Contract.

3.04 **Inspection of Work** - The Contractor shall furnish the Board Officer with every reasonable opportunity for determining whether or not the work is performed in accordance with the requirements of this Contract. The Board Officer shall appoint qualified persons to inspect the Contractor's operations, the Fleet and service, and Contractor shall permit these written designees to make such inspections at a reasonable time and place upon reasonable prior notice to Contractor. The designees shall be permitted to review and inspect work as it progresses, make recommendations to the Contractor, approve and disapprove work and act on behalf of the Board Officer during daily operations.

3.05 **Transfer of Operations** - In the event the Contractor defaults by failing to begin service at the time specified or, without justification under this Contract, discontinues a material portion of the service provided for by this Contract, the Board may, at its election and upon thirty (30) working days written notice to Contractor, take over operation of transportation services and/or transfer operations to another Contractor. The failure of the Board to remain timely, pursuant to Section 7 of this Contract, in the payment of all sums due to Contractor under this Contract shall be justification to Contractor to discontinue its services, subject to the provisions of Subparagraph 15.01 (A). Nothing in this Subparagraph 3.05 is intended to relieve either of the parties of any obligations under this Contract or of the liability for loss and damages due to the breach of any part of this Contract.

3.06 **Investigations** - The Contractor shall cooperate with the Board on any investigation related to any school bus in the Fleet. Such investigation may, by way of example, but without limitation, include an inquiry into the nature, cause, and extent of any accident, fire, or other defect, failure or break down of any school bus in the Fleet.

SECTION 4 - BOARD'S RESPONSIBILITIES TO CONTRACTOR

4.01 **Files** - The Board shall turn over to the Contractor all available hard copy files of the history of the Board's transportation operations.

4.02 **Maintenance Facility** - The Board has agreed to provide the property and buildings in which Contractor will operate the Maintenance Facility beginning with the commencement date of this Contract. At the outset of the contract, a temporary Maintenance Facility will be provided, which will be located at Harriet Tubman

Elementary School located at 2013 General Meyer Road, New Orleans, LA. The Contractor has installed a concrete slab and canopy at the Temporary Maintenance Facility so that maintenance can be performed on buses. The cost of the concrete slab and other work performed by Contractor at the Temporary Maintenance Facility shall be borne by the Board pursuant to the adjustment set forth in Section 6.0(a). Additionally, the Contractor must leave the temporary Maintenance Facility in good condition (i.e., free of all transportation related equipment, materials, and supplies and the slab must be free of all oil etc.). The Board will provide the Patterson Bus Terminal located on the West Bank as a permanent Maintenance Facility and will ensure it meets Contractor's needs for maintenance, administration and management services. If demand dictates, an East Bank Maintenance Facility may also be provided by the Board at a negotiated rate. The Board warrants that all utilities, water and sewerage will be connected and fully functional on the commencement date of the Contract, and that the facility will be free of debris and not in need of other repair. The Board warrants that any Maintenance Facility provided to Contractor under this Contract shall be free of structural defects or other inherent hazards, including but not limited to environmental hazards, not caused by the operations of Contractor. Notwithstanding any other provision of this Contract, including but not limited to any hold harmless provisions in Section 10, the Board is solely responsible for all injuries, damages, judgments or any other losses and expenses, including attorney's fees that are caused by a defect or hazardous condition existing in any Maintenance Facility or the Board's negligent act or omission attributable to same, except that in such cases the Contractor shall remain responsible for all claims, demands and causes of action for workers' compensation benefits brought by any of its employees, for any losses due to its own fault in causing the damage or loss. Any costs, expenses, damages or other loss sustained due to delay of service or for any other reason because the Board does not satisfy its obligation under this paragraph shall be the responsibility of the Board, and Contractor shall be held harmless by the Board from any such cost, expense, damage or other loss. The Contractor shall be responsible for the utilities and facility custodial services for the permanent facility. The Contractor shall be responsible for proper and lawful storing and disposing of all used oil, filters, and other restricted, ecologically sensitive waste materials generated by the Contractor in the performance of its obligations under this Contract. The Board will be responsible for disposal of all non-ecologically sensitive waste.

4.03 **Disposition of Board Owned Buses** – Contractor will develop, in conjunction with the Board, a plan for the disposition of Board-owned buses and white fleet vehicles. Contractor will coordinate the disposal of the vehicles in accordance with the approved disposition plan. Contractor will provide a detailed accounting of proceeds and costs related to the disposition. The Board will receive the total net proceeds from disposition. Conversely, should the disposition result in a net cost, the Board shall be responsible for that cost. The Contractor shall not charge a fee for its services rendered in developing and implementing the disposition plan

4.04 **Stranded Board Owned Buses** – Contractor shall develop, coordinate, and implement a plan to transport Board-owned buses used in the Hurricane Katrina evacuation back to New Orleans from other cities/states. Contractor shall determine the value of all stranded buses and analyze the cost of transporting these vehicles back to a

designated location specified by the OPSB. If the cost of transporting any stranded bus back to the location specified by the OPSB is greater than the value of the bus, the Contractor shall inform the OPSB officer and assist with the coordination of disposition in accordance with 4.03. The Contractor shall provide a detailed accounting of proceeds and costs related to transporting/disposition of stranded Board-owned buses. The Contractor shall not charge a fee for its services rendered in developing, coordinating, and implementing a plan to transport Board-owned buses used in the Hurricane Katrina evacuation back to New Orleans from other cities/states. The maximum number of stranded Board-owned buses to be transported back to New Orleans by the Contractor shall not exceed 15 vehicles.

SECTION 5 – BUS FLEET

Contractor will provide the buses required pursuant to this Contract, all of which will conform to Louisiana state requirements for placing buses in service.

SECTION 6.0 - PRICING SCHEDULE

Transportation Services Cost Calculation Worksheet 2005-06 and 2006-07 School Years

	Cost Calculation							
	Cost per route per day (Assuming 6 hours per route & 50 miles round trip)							
	1-25 Routes	26-50 Routes	56-75 Routes	76-100 Routes	101- 125 Routes	126- 150 Routes	156- 175 Routes	176- 200 Routes
Cost per day per route bus (a)	\$253.00	\$253.00	\$253.00	\$253.00	\$245.00	\$245.00	\$245.00	\$245.00
Cost per day per route for summer school or extended year transportation	\$253.00	\$253.00	\$253.00	\$253.00	\$245.00	\$245.00	\$245.00	\$245.00

***Additional Transportation Services Extracurricular Trips, Field Trips
And Other Requested Bus Service***

Extracurricular Field Trip Charges	2005-06 2006-07 Hourly Rate	2005-06 2006-07 Mileage Rate	2005-06 2006-07 Minimum Call-out Charge
All Bus Capacities	\$ 25.00	\$ 0.45	\$ 75.00

- (a) The above rates are based on 179 operating days. The cost to the Board will be the stated rate times the number of route buses, subject to a minimum charge based on the operation of 25 route buses, as set forth in Section 2.03 above. The above rates are comprised of the cost per bus, Maintenance cost, Fuel Cost, Management cost and Driver cost. Other than the Section 2.03 minimum charge, the Board does not guarantee any quantity of service, students, runs or routes. Invoiced pricing under this Contract is based on an estimated 50-mile average route length per day, per bus. Actual route miles will be adjusted in accordance Section 6.03 below. Any days in excess of 179 will be invoiced at the cost per bus per day outlined in 6.0. The rates outlined in 6.0 include a maintenance facility to be provided by Contractor. Because the Board is providing the maintenance facility, \$42,000 annually shall be subtracted from the total arrived at by applying the above rates to the number of routes. This amount shall be adjusted by any expenses incurred by the Contractor to ensure the facility is adequate for maintenance, administration and management services (including phone and internet connections, canopy and slab construction, etc.). The net amount derived shall be reimbursed annually beginning with the 2006-2007 school year. Additionally, air-conditioning on buses is not included in the rates outlined in 6.0.
- (b) **Fuel Provision:** Contractor agrees to provide fuel for all Board related home-to-school routes and extracurricular activities. Above rates are based on a fuel cost of \$2.25 per gallon, net of any fuel tax refunds; it is agreed that the Contractor will be reimbursed in full, by the Board, for all such fuel costs above \$2.25 per gallon regardless of the mile per gallon of any bus in the Fleet. Notwithstanding any provisions in the Request for Proposal or Proposal, miles per gallon shall not be relevant in determining the fuel adjustment under this Contract. The Contractor will reimburse the Board for fuel costs below \$2.25 per gallon. For the 2005-06 school year, the adjustment will be made on the April, 2006 invoice to include operating data for January through March, 2006 and again on the July, 2006 invoice based on April through June, 2006 operating data. For subsequent school years, the adjustment shall be made on a semi-annual basis on the

January and July invoices.

- (c) **Bus Monitors and Bus Aides:** The Board may require the use of bus monitors and/or bus aides in the performance of this contract. If monitors or aides are required, the Board shall compensate the Contractor \$15.00 per hour. Billable time is to be based on total riding time, including layover time. Monitors or aides working in excess of 40 hours in one week shall be billed at one-and-one-half times the hourly rate stated

6.01 **Maintenance on Non-Student Transportation:** The Board may require the Contractor to provide maintenance on Non-Student Transportation (White) Fleet vehicles. If work is required, the Board will compensate the contractor **\$40.00** per labor hour. The Board will compensate the contractor additional charges of **10%** for parts above actual cost for agreed contract term.

6.02 **Mid-day/Late Runs:** The Board may require the Contractor to furnish mid-day and late runs. If such routes are required and performed, the Board shall compensate the Contractor **\$40.00** per run. For any mid-day or late run that exceeds two hours, the Board shall compensate the Contractor an additional charge of \$25 per hour.

6.03 **Excess Hours/Miles:** The Board shall compensate the Contractor for all hours above six (6) per day per bus at **\$25.00** per hour. The Board shall compensate the Contractor for all mileage beyond fifty (50) miles per day per bus at **\$0.40** per mile. Over hour and mileage charges will be invoiced on a monthly basis.

6.04 **Price Escalation:** Beginning with the 2007-08 school year and subsequent school years, the rates listed above will increase in accordance with the U.S. Consumer Price Index, urban rater for the previous May, subject to a minimum three (3) percent up to a maximum six (6) percent per year.

6.05 **Exclusion from rates:** The following items are not included in the above rates.

- 1 **Abuse and vandalism** - Costs incurred for Fleet repairs necessitated as a result of Abuse or vandalism;
- 2 **Air conditioning** - The Board will determine requirements regarding a/c units to be installed on school vehicles; Contractor will be responsible for installation and will be reimbursed for all costs of the a/c unit, and all costs associated with a/c unit installation.

3. **Reimbursement of extraordinary costs** - The Board agrees to reimburse Contractor for mutually agreed to extraordinary costs and expenses not otherwise addressed in this Contract. The Board must provide prior approval and shall not unreasonably withhold or delay its agreement to any extraordinary cost or expense submitted for approval by Contractor. Contractor will provide a detailed itemization of any such costs after they are incurred, and payment by the Board shall be made within 30 days of receipt of the itemization. Extraordinary costs or expenses may include, but are not limited to the following; driver wages beyond \$13.50 per hour of non-overtime pay, additional Contractor staff required for start-up, temporary housing, relocation of buses, signing bonuses for potential drivers/monitors, advertising and recruitment cost that exceed normal operating conditions, and any other extraordinary costs that are related to the hurricanes of 2005 or subsequent changes affecting the labor market. It is agreed that the Board shall reimburse Contractor for all driver wages that exceed \$13.50 per hour for non-overtime pay, and all wages at an overtime rate that may be owed to drivers, under a collective bargaining agreement or otherwise, for any hours worked that are less than 40 hours per week. The Board is not responsible for litigation expenses incurred by Contractor in connection with a collective bargaining dispute with Contractor's employees or any union. Contractor is responsible for paying all overtime wages that are due for hours worked in excess of 40 hours per week.
4. **Unusual costs** - Contractor will be entitled to an adjustment to the cost per bus per day at reasonable times on the basis of unusual changes in the Contractor's cost of doing business under this contract through no fault of the Contractor, including, but not limited to changes of federal, state (e.g. the state of Louisiana ceases to allow the sales tax exemption on the purchase of buses), or local laws regarding school bus maintenance, repair, replacement or retrofitting. The amount of an adjustment shall be determined by mutual agreement of the parties.
5. **Liquidated Damages** - The parties agree that liquidated damages will be assessed against the Contractor for the items listed below. Any liquidated damages resulting from unacceptable performance shall be enforced in January and July of each year, beginning in January of 2007 for the 2006-07 school year.
- (A) If a run is not dispatched in a timely manner, the Contractor shall be assessed damages in the amount of any alternate transportation charges incurred by the Board to transport stranded students. The Contractor shall neither invoice nor be reimbursed for the run.

- (B) If the Contractor combines (doubles) more than one (1) run per bus without the prior approval of the Board, the Contractor shall be assessed damages of \$100.00 per affected run and the amount of any alternative transportation if ordered by the Board.

SECTION 7 - INVOICING AND PAYMENT

7.0 **Invoicing** - Invoices shall be submitted to the Board by the Contractor within the first week of the month following the month of service (except June, for which presentation must be made before June 30.) The invoice submitted shall be consistent with Section 6.0. A separate detailed invoice will be included for extracurricular activities, abuse and vandalism. The Board shall remit payment to the Contractor by the third Friday of the month following the month of service.

SECTION 8 - AUDITING PROCEDURES

8.01 **Access to Books and Records** - The Board Officer shall have access, at all reasonable times and upon prior notice to the Contractor, to all of Contractor's books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of auditing Contractor's compliance with this Contract. The Board Officer will be granted access to such records at all reasonable times during the term of this Contract and for a period of two (2) years thereafter (or such other time period required by law).

SECTION 9 - PERSONNEL

9.01 **General** - Contractor shall have the responsibility for selecting personnel to perform the efficient operation of the transportation services to be provided hereunder and agrees to advertise locally for openings. Contractor's employment requirements include, but are not limited to:

(a) Successful completion of a drug test to be administered at Contractor's expense;

(b) Satisfactory results of a criminal background investigation of the potential employee as required by Louisiana law (no employee with a felony conviction will be offered employment);

(c) No person who has been convicted of or has pleaded *nolo contendere* to a crime listed in LA-R.S. 15:587.1(C) shall be hired unless approved in writing by a district judge of the parish and the district attorney; and

(d) Demonstration that the potential employee is physically qualified and capable of performing the routine functions required by the job, including successful completion of a Department of Transportation physical examination,

subject to full compliance with ADA and EEOC.

(e) All personnel will meet or exceed Federal, State or Local requirements.

(f) For Drivers, demonstrate a satisfactory driving record and possess a valid license issued by the State of Louisiana to operate a school bus.

(g) The Board Officer must meet Branch Manager prior to hiring.

9.02 **Personnel Changes** - All personnel additions or reductions shall be subject to the review of the Board Officer. The Board Officer reserves the right to request the dismissal of any employee of the Contractor whose performance or actions are obviously detrimental to the operation of student transportation services or the Board.

9.03 **Compliance with Labor Laws** - The Contractor shall comply with all applicable federal, state and local laws relating to wages, hours, health, safety, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

SECTION 10 - QUALITY OF SERVICE

10.01 **General** - The direction and supervision of the transportation function shall be by competent personnel, and the Contractor shall devote sufficient time and supervision to the operation to assure satisfactory performance to the Board in accordance with Good Fleet Management Practices. The Contractor will ensure that all buses are maintained in a clean, safe and proper mechanical condition with maintenance records available. The Board reserves the right to periodically inspect buses to determine their mechanical condition and condition of cleanliness. If the Board finds that any vehicle is not in a clean, suitable or proper mechanical condition, it shall promptly notify the Contractor in writing of this fact, specifying the unsatisfactory condition or conditions, which it found to exist.

10.02 **Cooperation of Contractor Required** - The Contractor shall cooperate with the Board in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a competent representative on duty who is authorized to receive orders and to act for it. The name or names of the representatives shall be designated in writing by Contractor and provided to the Board Officer.

10.03 **Guarantee of Performance Bond** - If required by Board, the Contractor shall be required to furnish a performance bond which shall be acceptable to the Board Officer, in the amount of thirty-five percent (35%) of the annual net Contract price, for each Contract year, including six (6) months after the date of final payment, as security for the satisfactory performance of the obligations of the Contractor under this Contract. The cost of any required bond will be paid by the Board. No action or collection effort

shall be maintained for any proceeds of the surety bond until after compliance with the provisions of Section 15 and Section 20 of this Contract

Contractor shall provide a copy of the surety company's Certificate of Authority certified by the Louisiana Department of Insurance. All Bonds shall be executed by such sureties as:

- (1) Are licensed to conduct business in the State of Louisiana and have an agent for service of process in Louisiana, and
- (2) Are named in the current list of "Companies Holding Certificate of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, and
- (3) Are reasonably acceptable to the OPSB.

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent, Contractor shall within five (5) days thereafter substitute another Bond and surety, both of which shall be acceptable to OPSB.

10.04 Hold Harmless Agreement - To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Board, its agents, servants and employees, from and against any and all claims and damages of every kind, including attorney fees, for injury to or death of any person or persons and for damage to or loss of property, which may be made by any act of neglect, default or omissions of Contractor, its agents, servants or employees in its performance of this Contract during the term hereof. To the extent permitted by law, the Board shall indemnify, defend and hold harmless Contractor, its agents, servants and employees, from and against any and all claims and damages of every kind, including attorney fees, for injury to or death of any person or persons and for damage to or loss of property, which may be made by any act of neglect, default or omissions of the Board, its agents, servants or employees in its performance of this Contract during the term hereof.

OPSB shall not be liable for any injuries incurred by the Contractor or any of its employees or agents during the performance of Contractor's duties as outlined in this Agreement or the Agreement Documents except to the extent of OPSB's gross negligence or willful misconduct. The Contractor agrees to indemnify, hold harmless and defend OPSB, its officers, agents, and employees from any and against all claims, liabilities, damages, losses, judgments, charges, expenses (including attorneys' fees) and/or causes of action out of any alleged negligence or misconduct of the Contractor and for which the OPSB, its agents, servants or employees are alleged to be liable.

The Contractor further agrees to indemnify, hold harmless and defend OPSB, its agents, servants and employees from and against any claim, demand, liability, loss, charges, expenses (including attorneys' fees) and/or causes of action of whatever kind or nature to the extent arising out of any conduct or misconduct of the Contractor not

included in the paragraph above and for which the OPSB, its agents, servants or employees are alleged to be liable.

Nothing contained herein is intended to be a waiver in any respect whatsoever of the OPSB's right to assert under any circumstances whatsoever its claims of governmental and/or official immunity from any liability or damages asserted against it by any natural person or entities created by law.

This paragraph represents the entire agreement between the parties regarding indemnification and supersedes and/or replaces any other references to indemnification in Agreement Documents.

10.05 **Force Majeure** - Neither party shall be liable for the delay or inability to perform as required under the terms of this contract when such delay or inability to perform is the result of labor disputes, strikes, wars, riots, acts of enemies, fire, hurricane, flood, civil disturbances, or other cause totally beyond the control of the party delayed in performance or unable to perform. The Board shall not be obligated to pay outlined rates if Contractor is unable to perform in light of circumstances set forth in this provision.

SECTION 11 - INSURANCE

11.01 Subject to and in addition to the foregoing provisions, the Contractor shall provide coverage as outlined in Attachment A. The Contractor, prior to the start of any operations under this Contract shall provide satisfactory proof of insurance required with an insurance company qualified to do business in Louisiana and acceptable to Board. Such insurance certificate shall name Board as additionally insured as outlined in Attachment A.

11.02 General Insurance Requirements

The following general insurance requirements apply to any and all work under this Agreement by all Contractors and its employees, agents, subcontractors, etc.

A. Any and all insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions. Any and all insurance must be on an occurrence basis. No Contractor or any of its employees, agents or subcontractors shall commence any work of any kind under an Agreement until all insurance requirements contained within the solicitation have been compiled with, and until evidence of all insurance requirements in each and every Agreement, with each and every subcontractor and shall require the same to comply with all such requirements.

B. OPSB, Alvarez and Marsal and McConnell Jones Lanier & Murphy, LLP shall be covered as Additional Insureds under any and all insurance required by this Agreement, but only to the extent of Contractor's negligence or the negligence of anyone for which the Contractor is legally liable. Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies.

C. OPSB shall be given no less than thirty (30) days notice of cancellation. OPSB shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this Agreement. OPSB shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.

D. Each and every agent shall warrant when signing the Certificate of Insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under this Agreement and that he is licensed by the State of Louisiana and is currently in good standing with the Commissioner of Insurance for the State of Louisiana.

E. Any and all companies providing insurance required by this Agreement must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the Certificate of Insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current Best's Rating not less than A+ 7.

F. In the event the Contractor neglects, refuses, or fails to provide the insurance required by the Agreement Documents, or if such insurance is cancelled for any reason, OPSB shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or OPSB shall have the right to cancel the Agreement.

SECTION 12 - SCOPE OF MAINTENANCE SERVICE

12.01 **General** - The Contractor shall provide preventive maintenance, overhaul, mobile service, towing, tire service, and such other allied services as may be required to assure the continuity of effective and economical operation of the Fleet. The Contractor shall furnish all necessary supervision, labor, tools, parts and supplies required to maintain the Fleet in a good state-of-repair, normal wear and tear excepted.

12.02 **Repairs and Preventive Maintenance Program** - A preventive maintenance program will be established for the Fleet. The preventive maintenance program will be designed in accordance with recognized Good Fleet Management Practices, including normal vehicle design life guidelines, and will meet the terms and conditions necessary to comply with the original bus manufacturers (OEM) specifications, warranties and recommendations. A thorough visual inspection of each school bus in the Fleet will be performed as part of each preventive maintenance and action taken on every deficiency identified before the school bus is released. The preventive maintenance work performed will be generally as follows:

- (a) Specific repairs shall be made as required in accordance with Good Fleet Management Practices.

- (b) Preventive maintenance programs, to achieve optimum results, shall be generally as described in the Request for Proposal and the Contractor's Proposal.
- (c) **State Semi-Annual Inspection Requirements** - The Contractor will perform any required State semi-annual school bus inspections for all buses in the Fleet as required under law.

12.03 **Emergency Road Service** - The Contractor shall make provisions to handle the 24-hour, 365 days a year, emergency road service calls from the Maintenance Facility. During normal working hours, both emergency calls and towing shall receive prompt responses. Contractor will have persons available to handle Fleet breakdowns swiftly and expediently at all times, including night and weekend hours when the Maintenance Facility is closed.

12.04 **Mobile Service** - The Contractor shall provide mobile service, on location, for emergency service of the Fleet, which can not be economically brought to the Maintenance Facility for repairs. This service shall be provided on an immediate basis as not to interrupt the flow of work due to Fleet failure more than is required for transport of service personnel. The Contractor will provide spare buses as necessary. This work shall not be subcontracted without the express written consent of the Board.

12.05 **Warranty** - The Contractor shall administer all warranties for the Fleet and parts that are associated with maintenance and repair of the Fleet. The Contractor will seek authorization from various school bus manufacturers to perform warranty work on Board-owned Buses. Such work will be reimbursed directly to the Contractor by the bus manufacturer and the Board will be held harmless from payment for such work.

12.06 **Services During Emergencies** - The Contractor shall staff a Maintenance Facility and provide maintenance services whenever the Board Officer determines there to be an emergency situation that is outside the normal operating hours of said Maintenance Facility. The Contractor understands that such circumstances may include floods, hurricanes, or other emergencies declared by the Board, the State of Louisiana or the Federal Government. The Contractor will bill separately to the Board costs associated with such emergency situations at one and one-half (1 1/2) times the hourly rate (overtime-related situations only) for Contractor's employees, plus fringe benefits that are driven by the aggregate wages.

12.08 **Monthly Meeting** - The Contractor and Board Officer shall hold monthly meetings to discuss issues requiring resolution. The Contractor and Board Officer shall be required to attend and present all data pertinent to issues regarding the Fleet which require resolution.

SECTION 13 - MAINTENANCE RECORDS

13.01 **Management Report** - The Contractor will use a proprietary management information system currently known as **V-Trak** to schedule all preventative maintenance

and to track all repair orders. This system is capable of providing detailed vehicle maintenance information. The Contractor will provide any of such maintenance information to the Board upon request.

SECTION 14 - SCOPE OF MANAGEMENT SERVICES

14.01 **General** - The Contractor shall provide all transportation services as specified by the Board. The transportation services shall include regular routes, regular special education routes, and may include routes that require either a school bus equipped with a wheelchair lift, a child care attendant or both. The Contractor shall perform the necessary routing, dispatching, Driver training and supervision and other administrative functions necessary to ensure an effective transportation system.

14.02 (a) **Routing and Scheduling** - All routing shall be the responsibility of the Contractor and will be subject to the approval of the Board. The Board shall provide the Contractor with starting times of all schools and all relevant student data for students requiring transportation. Each bus may be required to run as many as three (3) staggered runs in both A.M. and P.M. depending on the routing schedules mutually agreed to by Contractor and Board. School bus schedules shall be designed so that passengers are dropped off not earlier than twenty (20) minutes before school begins and are picked up not later than fifteen (15) minutes after school dismisses. The Board shall be furnished with one (1) typed copy of each route no later than one (1) day prior to the first day service is to begin. The Contractor shall furnish each driver with a typed itinerary to be kept on the bus that includes all pickup locations, times, directions between pickups and schools. The Contractor shall conduct a dry run of any route prior to the Contractor transporting students on the route. The regularly assigned driver and bus shall be used for the dry run. The Contractor shall have two working days from the time of notification by the Board to implement a stop or schedule change and revise itineraries. In the event of an emergency or special request, the implementation will be as soon as possible upon mutual agreement by the Board and the Contractor.

The Drivers shall not deviate from the designated Routes except by consent of the Board, or, in the case of an emergency, which shall be reported promptly to the dispatcher. Except as provided in Subparagraph 14.02 (b) below, the Board reserves the right to amend, add or delete the Routes at its sole discretion, and approval of Routes is the sole responsibility of the Board. The bus shall not depart from any designated stop before scheduled time unless all pupils to be transported from that point are aboard. Subject to the provisions of Subparagraph 14.02 (b) when applicable, the schedule may be modified by the Board as occasion demands but only after due notice has been given to parents and Drivers. The Contractor will supply supervision to check on all Drivers and on all Routes to ensure that they are following approved Routes, times and stops. The cost of global positioning satellite service is not included in the pricing under this contract.

14.02 (b) **Zone Routes During Start-up Period** - The parties acknowledge that (1) data regarding the numbers of students enrolled in schools in Orleans Parish and (2) an adequate supply of Drivers are necessary for the preparation of an operating

schedule of Routes under this Contract. The parties further acknowledge that on the commencement date of this Contract, student data is not available and will likely not be available until sometime in early January, 2006. The parties further acknowledge that despite diligent efforts on the part of Contractor and due to circumstances beyond its control, there may be insufficient time between the commencement date of this Contract and the date that bus transportation for students will be required by Board to recruit, hire and train a full staff of qualified Drivers based on student enrollment data. Accordingly, during the initial start-up period of the contract, and until such time as final student enrollment data is supplied by the Board and an adequate number of Drivers is hired and qualified, the operating schedule of Routes will be prepared and implemented based on the selection of zoned bus stops for taking on and discharging students before and after the school day. The initial number of zoned Routes will be determined based on the number of available qualified Drivers. The parties will modify the operating schedule of zoned Routes as circumstances change and until such time as there is a sufficient number of qualified Drivers to abandon the need for operating zoned Routes.

14.03 **Dispatching** - The Contractor shall assign a staff person to coordinate all communication, via two-way radio, with the Drivers. Dispatcher duties include, but are not limited to, ensuring that all Drivers have begun their Route, contacting substitute Drivers and emergency communications.

14.04 **New Drivers** - All Bus Drivers will be Contractor employees.

14.05 **Substitutes** - The Contractor shall coordinate obtaining of substitutes.

14.06 **Drug Testing** - The Contractor shall implement and maintain a drug and alcohol testing program covering its employees that meets the requirements of the Omnibus Land Transportation Act of 1991 and all Federal Regulations enacted pursuant thereto. The Contractor shall provide a copy of its drug and alcohol testing program policies to the Board. Under the program the Contractor shall conduct, at a minimum, the following testing:

- 1) Pre-employment-based on Company Policy
- 2) Random-based on Federal guidelines
- 3) Reasonable suspicion-based on Company Policy
- 4) Post accident-based on Company Policy

14.07 **Driver Training** - The Contractor shall be responsible for the provision of all required training and documentation of such training of all Drivers. The Board will be responsible for providing the Contractor with all required state-specific training documentation and certification of former New Orleans Public Schools bus drivers that choose to work for the Contractor.

14.08 **Physicals** - The Contractor shall be responsible for the provision of all required physical examinations of all Drivers.

14.09 **Activity Trips**: The Board will develop bus schedules for extracurricular activities and athletic trips and notify the Contractor as soon as possible, preferably one week in advance of its need for transportation. The Contractor will coordinate the trips.

14.10 **Student Management and Discipline**: Student management and discipline is primarily the responsibility of the receiving school principal. The bus driver has responsibility for student management during the bus ride. The bus driver shall adhere to published Board criteria for student management in dealing with student behavior while in or about the bus. The Board shall provide Contractor with the criteria. Bus drivers and attendants will be required to supervise all loading and unloading of students. Bus drivers and attendants shall never leave a vehicle unattended when children are in or around the vehicle..

14.11 **Student Riders**: Pupils shall be taken on and discharged from the bus stop only at designated stops and at the extreme right of the road. No pupil shall be permitted to get on or off the bus while it is in motion. No Driver shall move his/her bus or signal the driver of any vehicles, which has stopped, to proceed until after each child who may have alighted from the bus shall have reached a place of safety. The Contractor shall be responsible for implementing and maintaining a comprehensive pupil transportation safety program.

14.12 **Unauthorized Riders**: No person other than a school pupil shall be transported in a school bus. Exceptions are a teacher, school official, Contractor employee or other person authorized by the Board.

14.13 **Bus Problems**: The Contractor assumes responsibility for notifying schools when buses are inoperative for any reason so that proper notification can be made to those concerned.

14.14 **Bus Accidents**: The Contractor accepts full responsibility for investigations of all bus problems and accidents. The Contractor shall provide the Board with an oral report within one hour and a written report within 24 hours of any bus problems, or any incident or accident involving a school bus transporting one or more school children.

14.15 **Inquiries and complaints** - The Contractor shall provide personnel to answer complaints relative to transportation as may be needed. Contractor will assume the responsibility of providing telephone answering service during the times the buses are operational. Parents of students receiving transportation will be instructed to call the designated number and the Contractor shall be expected to answer their questions. Should parents remain dissatisfied, they contact the Board Officer for further resolution through the Board's appeal process.

14.16 **Weather Conditions**: The Contractor shall report the conditions of the roads for storms, fog, rain, etc. to the Board Officer to assist in making a decision on closing the schools. The Board Officer shall make the final decision to close the school.

14.17 **Reports and Data:** The Contractor agrees to furnish such reports and data as may be required by the Board including but not limited to:

14.17.1 **Semi-Annually** - The standards below shall be used to measure and monitor the Contractor's performance in order to ensure its quality of service meets the requirements of the Board. The Contractor shall report on the performance measures to the Board in December and June of each school year, beginning in December 2006.

Performance Measures for Student Transportation

Category	Performance Measure	Standard
Safety	<ul style="list-style-type: none"> Accidents per 1,000,000 miles of service Driver Training Hours: <ul style="list-style-type: none"> New Hires Existing Drivers Frequency of inspection for required safety equipment on buses 	11.0 Accidents 40 Hours 4 Hours Annually Semi-Annual
Service Quality	<ul style="list-style-type: none"> Percentage of routes on time Number of routes not operated 	95% 3%
Personnel	<ul style="list-style-type: none"> Percentage of drivers meeting qualifications (state of Louisiana and Federal) Absentee rate for route drivers 	100% 20%
Customer Satisfaction	<ul style="list-style-type: none"> Performance rating based on annual user survey of school administrators Number of contractor-influenced complaints (Complaints must be thoroughly researched and mutually agreed to by the Board and Contractor) Percent of student discipline referrals delivered to Board administration 	85% Two per month per route 100%
Vehicle Maintenance	<ul style="list-style-type: none"> Percentage of semi-annual preventative maintenance inspections completed on time Number of in-route breakdowns per month 	95% 5% of total runs

14.17.2 **Monthly Reporting Requirement** – The Contractor shall provide monthly reporting as requested by the Board. Absent of a digital student ID system and due to the safety concerns surrounding daily tracking of students

and miles per route, the Contractor will provide average monthly mileage information per route and any other reasonable requests from the Board such as:

- 14.17.2.1 Number of daily route buses operated (by Board/Charter School Association)
- 14.17.2.2 Number route buses invoiced but not operated
- 14.17.2.3 Total miles traveled per route
- 14.17.2.4 Total number of students transported per route
- 14.17.2.5 Number of routes dispatched
- 14.17.2.6 Number of route drivers
- 14.17.2.7 Number of spare or bench drivers
- 14.17.2.8 Number of in-route breakdowns
- 14.17.2.9 Number of accidents and incidents accompanied by copies of the reports.

14.18 **Meetings** - Representatives of the Contractor shall attend such meetings of the Board as are designated by the Board. The Board assumes the responsibility for notifying the Contractor of the time and place of said meetings.

14.19 **Radios** - The Contractor will install a 2-way radio system that allows communication between the Contractor's terminal and the school bus driver. The radio system and radios will be in working order at all times school buses are transporting students. The radio system shall have adequate power and a repeater system to allow communication between the terminal and the driver anywhere in the City of New Orleans.

SECTION 15 - TERMINATION

15.01 Termination –

A. Either party may terminate this Contract for default by giving the other party written notice thereof, specifying with particularity each such default. The party in default shall have thirty (30) days after receipt of notice to cure or take reasonable steps to cure the default. If the party in default fails to cure or take reasonable steps to cure the default within such thirty (30) day period, the other party may declare this Contract, as appropriate, terminated.

B. OPSB may terminate this Agreement, without prejudice and/or penalty to OPSB upon the occurrence of any one or more of the following events:

- (1) If Contractor repeatedly fails to fulfill its obligations in accordance with the Agreement Documents;
- (2) If Contractor repeatedly fails to comply with written directives from the Board in accordance with the Board's rights under this Contract;
- (3) If Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, subject however to bona fide disputes between the Contractor and subcontractor;
- (4) If Contractor disregards laws, ordinance, rules, regulations or orders of any public body having jurisdiction;
- (5) If Contractor otherwise violates in any substantial way any provisions of the Agreement Documents.

After expiration of the 30-day period set forth in Section 15.01 (A), and in the event curative steps have not been taken to remedy an identified default, OPSB may without prejudice to any other right or remedy, serve written notice upon the Contractor and Contractor's surety of OPSB's intention to terminate the Agreement. Said notice to contain the reasons for such intention to terminate the Agreement and provide that unless within ten (10) days after the services of such notice all such violations have been corrected and remedied, the Agreement shall cease and terminate, and Contractor shall excluded from the Site.

C. Where Contractor's services have been so terminated by OPSB, the termination shall not affect any rights of OPSB against Contractor, or of Contractor against OPSB, then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by OPSB will not release Contractor from liability.

D. If funds are not appropriated to continue for this Agreement and for the payment of charges hereunder, OPSB may terminate this Contract. OPSB agrees to give written notice of termination to the Contractor at least thirty (30) days prior to the time when non-appropriation will take place and will pay to Contractor all charges incurred through the end of such thirty day period. The OPSB's exercise of its rights under this sub-section shall not relieve any Charter School Association/Organization or other entity from any obligations or rights under a separate or addendum contract or agreement for pupil transportation services in Orleans Parish.

15.02 **Non-liability of Contractor** - Except with respect to defaults of Subcontractors, the Contractor will not be liable for any excess costs or damages if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, strikes, labor strife, fires, floods, hurricanes, epidemics/pandemics, quarantine restrictions, freight embargoes, and unusually severe weather conditions which render road conditions unsuitable for safe operation; provided however, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Contractor shall be responsible for failure to perform this Contract during a strike, lockout or labor dispute only to the extent such events are caused by the failure of Contractor to negotiate in good faith and in accordance with local and regional standards and applicable labor laws. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of a cause beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

SECTION 16 - LICENSES

16.01 **Organization, Licenses, and Regulations** – The Contractor must be organized under the laws of the State of Louisiana, or otherwise registered to do business in the State of Louisiana. OPSB may require the Contractor to furnish a copy of documents evidencing such registration prior to or subsequent to the execution of an Agreement. The Contractor's failure to provide such documents upon demand by OPSB will constitute grounds for a determination that the Contractor's proposal is "non-responsive" and the Agreement will be deemed null and void.

The Contractor shall secure and keep in full force and effect during the term of this Agreement, without additional costs to the OPSB, all business licenses and permits required for the Contractor's performance of the services contemplated herein.

The Contractor shall keep all records, give all notices, and provide all certificates or other assurances and otherwise comply with all applicable Federal, State and local laws, rules and regulations applicable to an organization engaged in the Contractor's business, including but not limited to, those bearing upon labor standards or practices, non-discrimination, equal employment opportunity and the like.

The parties shall comply with all provisions of the Louisiana Public Records Act and make records pertaining to the performance of services or functions under this Agreement available for public inspection upon request, unless otherwise exempt under other provisions of the Public Records Act.

16.02 **Assignment and Modification** – The Contractor shall not assign, or transfer any interest in this Agreement without the prior consent of OPSB. Consent will not be given to any proposed assignment which would relieve the original Contractor or

their surety of their responsibilities under the Agreement, nor will the OPSB consent to any assignment of a part of the Work under the Agreement. OPSB may assign and/or transfer its rights and obligations arising under this Contract to any successor and/or assign of the OPSB, who shall be bound to all obligations of the OPSB under this Contract. This section does not allow the OPSB to assign any part of this contract unless the OPSB becomes insolvent, is substantially restructured by the State of Louisiana, or has its ability to operate Orleans Parish public schools further taken over by the State of Louisiana.

No modification of this Agreement shall be binding upon the parties hereto, unless consented to in writing, and signed by both parties.

SECTION 17-NOTICES AND COMMUNICATIONS

17.01 Any written notice to be given hereunder by either party to the other party shall be effected by certified mail, return receipt requested.

Notice to the Contractor shall be sufficient if made or addressed to:

Vernon Grose, Vice President
Laidlaw Education Services
975 Cobb Place Blvd, Suite 218
Kennesaw, GA 30144

Notice to the Board shall be sufficient if made or addressed to:

Superintendent
Orleans Parish School Board
1111 Milan Street
New Orleans, LA 70115

And a copy to:

General Counsel
Orleans Parish School Board
1111 Milan Street
New Orleans, LA 70115

Either party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this Section.

SECTION 18 – ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between OPSB and the Contractor and supersedes all prior negotiations, representations, agreements or contracts, either written or oral. The OPSB and the Contractor hereby waive and mutually release each other from any and all prior representations, negotiations or

agreements not embodied in this Agreement. This Agreement is not intended to and shall not be construed to create any rights against the parties hereto by any persons or entities not a named party to this Agreement. This Agreement may be amended only by written instrument and only after such amendment has been authorized by the OPSB.

SECTION 19 – AMENDMENTS

Amendments to this Contract may only be made in writing, duly executed by the parties, and in accordance with applicable laws and ordinances.

SECTION 20 – APPLICABLE LAWS

20.01 **Venue and Governing Law** – Venue of any action brought under this Agreement shall lie exclusively in the Civil District Court for the Parish of Orleans, State of Louisiana. This Agreement shall be governed and construed by the laws of the State of Louisiana now in force and as hereafter amended from time to time.

20.02 **Disputes; Attorneys' Fees** – In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or the breach thereof or otherwise with the Agreement which has not been resolved or waived pursuant to other conditions of this Agreement (hereinafter referred to as the "dispute"), the Contractor, prior to pursuing any legal action, shall appeal the dispute to the Administrator for Purchasing for the OPSB. If after appeal there is no resolution to the issue within thirty (30) days and a suit is filed to enforce any provision of the Contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, including in-house attorneys and costs in connection therewith. The thirty (30) days referenced in this sub-section shall run concurrently with the thirty (30) day period set forth in Section 15.01 (A). Notice of a default by the Contractor to the Board in compliance with Section 15.01 (A) shall be deemed notice to the Administrator for Purchasing for the OPSB pursuant to this sub-section.

SECTION 21 – NON-DISCRIMINATION

21.01 Non-Discrimination Clause

- A. The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246; the Federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; and the Americans with Disabilities Act of 1990.
- B. The Contractor agrees to not discriminate against students on the basis of disability, race, creed, color, gender, national origin,

religion, ancestry, and familial status or for special educational needs.

- C. The Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, marital status, or disabilities.
- D. Any act of discrimination committed by the Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract. A finding of discrimination or failure to comply with these statutory obligations must be made pursuant to a final definitive judgment by a court of competent jurisdiction before the Contract may be terminated on these grounds.

21.02 **Severability** – In the event any provision or any portion of any provision of this Agreement, or application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such remaining provisions or remaining portion of said provision to any other person or circumstances shall not be affected thereby. Said remainder shall continue in full force and effect and shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions of this Agreement will not be adversely affected.

21.03. **Multiple Counterparts** – This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and such counterparts together shall constitute one and the same instrument.

21.04 **Section Headings** – The section headings of this Agreement are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.

21.05 **No Waiver of Legal Rights** – Except as otherwise specifically provided in the Agreement Documents, no action or failure to act by the OPSB, the OPSB Rep or Contractor shall constitute a waiver of any right or duty afforded any of them under the Agreement Documents, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder.

21.06 **Authority** – The parties hereby represent and warrant that the individuals executing the Agreement have the authority to legally bind OPSB and Contractor respectively.

SECTION 22 – JUDICIAL CONSTRUCTION

The Parties agree that judicial construction and interpretation of this Contract shall be made as though this Contract was mutually drafted by both parties; and shall not, on the basis of drafting, be construed in favor of or against either particular party hereto. Further, in the event any provision in this Contract is interpreted or held to be void, against public policy, or otherwise unenforceable as written, it shall be deemed to be revised and modified to the extent necessary to make it legally enforceable, or ignored if it cannot be revised and modified to make it enforceable. In any event, all the remaining provisions of this Contract shall be enforceable as though the void or unenforceable provision did not exist.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

Laidlaw Transit, Inc.
Dba Laidlaw Education Services

By: _____

Vernon Grose,
Vice President

Orleans Parish School Board

By: _____

WILLIAM ROBERT I
Superintendent CHIEF RESTRUCTURING
OFFICER

Attest: _____

By: _____

Title

LIST OF ATTACHMENTS

Contractor Insurance Requirements (ATTACHMENT A)

Contractor Provided Buses (ATTACHMENT B)

ATTACHMENT A - Contractor Insurance Requirements

Insurance coverage specified below shall be furnished by Contractor with the following minimum limits:

I. Worker's Compensation:

- | | |
|-------------------------|-------------------------|
| A. Applicable State | Statutory Requirements: |
| B. Employer's Liability | \$1,000,000.00 |

II. Comprehensive General Liability:

\$5,000,000.00 combined single limit, coverage to include premises, operations, personal injury, Lessors protective liability, products and completed operation, Agreemental liability, and broad form CGL endorsement. If exposure warrants, underground, explosion, and collapse are to be included.

III. Automobile Liability:

\$5,000,000.00 combined single limit, to include Bodily Injury - each person, Bodily Injury - each occurrence, Property Damage- each occurrence

IV. Bus Liability:

\$5,000,000.00 combined single limit, Bodily Injury- each person, Bodily Injury - each occurrence, Property Damage- each occurrence

Coverage shall be written to include all owned, non-owned and hired vehicles

ADDITIONAL REQUIREMENTS:

Coverage listed in items I, II, III, and IV shall provide for 30 day notice of cancellation, specifically name the Orleans Parish School Board, its officers, and/or officials as additionally insured, and provide waiver of subrogation in favor of the Orleans Parish School Board.

As defined and/or required in this document, any vendor entering into Agreement with the Orleans Parish School Board before commencing any work to be conducted under said Agreement shall procure worker's compensation and employer's liability insurance. It shall be the further responsibility of the Vendor to require that all sub-vendors have in full force and effect a policy of worker's compensation and employer's liability insurance before proceeding with any of the work required under the Agreement. The Vendor shall procure and maintain, during the life of the Agreement, such public liability and property damage insurance including the operation of motor vehicles, with limits as hereinafter provided, which will cover the Vendor's and Orleans Parish School Board's legal liability arising out of the work performed by the Vendor and any sub-vendor, and

by anyone directly or indirectly employed by either party for claims for damages for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement.

Vendors who classified as sales and/or service will have their insurance requirements administered on a risk and/or exposure basis to the Orleans Parish School Board. For example, vendor(s) such as mail order companies that neither work nor drive vehicles on Orleans Parish School Board properties would not be required to have worker's compensation or automobile liability insurance as specified herein but would be required to meet the comprehensive general liability requirement.

Vendors who are classified as having errors and omissions exposures will be required to satisfy this exposure by securing adequate coverage specifically addressing the professional areas subject to a minimum liability of \$1,000,000.00

Attachment B
Orleans Parish Schools
Proposed Fleet

Make	Year	Fuel	Size	Air Cond
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
INTL	2006	D	71 PGR	
FORD E350	1996		WC	
FORD E350	1997		WC	
FORD E350	1998		WC	

Exhibit III

October 2009 Invoices

INVOICE

Invoice #:

10310484

Date:

11/18/09

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009 (50% split) (50% split)	Page 2 of 2		
	Recovery School District		
	Rabouin - HTS Routes	25061.41120	\$ 71,167.20
	Rabouin - Monitors	25061.41438	\$ 5,922.00
	Reed Senior - HTS Routes	25061.41120	\$ 71,167.20
	Reed Senior - Monitors	25061.41438	\$ 13,818.00
	Schaumburg - HTS Routes	25061.41120	\$ 65,236.60
	Shaumberg - Monitors	25061.41438	\$ 3,948.00
	Schwartz - HTS Routes	25061.41120	\$ 23,722.40
	Schwartz - Monitors	25061.41438	\$ 7,896.00
	Wicker/Success Prep - HTS Routes	25061.41120	\$ 24,908.52
	Wicker/Success Prep - Monitors	25061.41438	\$ 2,072.70
		TOTAL	\$ 1,074,681.30

ORIGINAL



INVOICE

Invoice #:

10327816

Date:

01/05/09

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009 *RSD - Multiple invoices 5061-C-028689 5061-C-027708	Extracurricular Trips		
	Recovery School District	Multiple*	
	A.P. Tureaud	5061-C-025522	25061.41210
	Banneker	5061-C-025322	25061.41210
	BT Washington		25061.41210
	Clark Senior	5061-C-025834	25061.41210
	Cohen	5061-C-025341	25061.41210
	Dibert	5061-C-024832	25061.41210
	Drew	5061-C-026166	25061.41210
	Douglass	5061-C-025493	25061.41210
	Habans	5061-C-026028	25061.41210
	Harney	5061-C-026015	25061.41210
	Henderson		25061.41210
	John McDonogh	5061-C-024894	25061.41210
	Johnson	5061-C-025501	25061.41210
	Laurel	5061-C-025110	25061.41210
	Live Oak		25061.41210
	International HS		25061.41210
	Rabouin	5061-C-025494	25061.41210
	Reed Senior	5061-C-027099	25061.41210
	Schaumburg	5061-C-025541	25061.41210
	Schwartz	5061-C-025835	25061.41210
	Wicker		25061.41210
TOTAL			\$178,122.67

ORIGINAL



INVOICE

Invoice #:

10310485

Date:

11/18/09

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	St. Julian - HTS Routes	25061.41120	\$23,722.40
	St. Julian - Monitors	25061.41438	\$0.00
	St. Julian - EXC 5061-C-026260	25061.41210	\$600.46
		TOTAL	\$ 24,322.86

ORIGINAL



INVOICE

Invoice #:

10310488

Date:

11/18/09

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
(Our Lady of Lourdes)	Hope Academy - HTS Routes	25061.41120	\$17,791.80
(Our Lady of Lourdes)	Hope Academy - Monitors	25061.41438	\$5,922.00
(Our Lady of Lourdes)	Hope Academy - EXC 5061-C-025672	25061.41210	\$136.58
		TOTAL	\$ 23,850.38

ORIGINAL



INVOICE

Invoice #:

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Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:**CUSTOMER PURCHASE ORDER #**

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
(Reed Modular Campus)	Craig Elem- HTS Routes	25061.41120	\$72,946.38
(Reed Modular Campus)	Craig Elem - Monitors	25061.41438	\$3,948.00
(Reed Modular Campus)	Craig Elem - EXC 5061-C-025790	25061.41210	\$163.90
		TOTAL	\$ 77,058.28

ORIGINAL

INVOICE

Invoice #:

10310495

Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
October 1, 2009 through October 31, 2009	Recovery School District		
	Reed Elem - HTS Routes	25061.41120	\$71,167.20
	Reed Elem - Monitors	25061.41438	\$5,922.00
	Reed Elem - EXC 5061-C-025311	25061.41210	\$1,390.50
		TOTAL	\$ 78,479.70

ORIGINAL



INVOICE

Invoice #:

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Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Greater Gentilly - HTS Routes	25061.41120	\$29,653.00
	Greater Gentilly - Monitors	25061.41438	\$0.00
	Greater Gentilly - EXC	25061.41210	\$0.00
		TOTAL	\$ 29,653.00

ORIGINAL



INVOICE

Invoice #:

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Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Fannie C. Williams - HTS Routes	25061.41120	\$59,306.00
	Fannie C. Williams - Monitors	25061.41438	\$1,974.00
	Fannie C. Williams - EXC	25061.41210	\$0.00
		TOTAL	\$ 61,280.00

ORIGINAL



INVOICE

Invoice #:

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Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Gregory - HTS Routes	25061.41120	\$65,236.60
	Gregory - Monitors	25061.41438	\$21,714.00
	Gregory - EXC	25061.41210	\$0.00
		TOTAL	\$ 86,950.60

ORIGINAL

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Invoice #:

10310505

Date:

11/18/09

Customer #:

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Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Coghill - HTS Routes	25061.41120	\$65,236.60
	Coghill - Monitors	25061.41438	\$1,974.00
	Coghill - EXC 5061-C-025342	25061.41210	\$1,175.00
		TOTAL	\$ 68,385.60

ORIGINAL

INVOICE

Invoice #:

10310508

Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Carver Elem - HTS Routes	25061.41120	\$53,375.40
	Carver Elem - Monitors	25061.41438	\$1,974.00
	Carver Elem - EXC 5061-C-025312	25061.41210	\$263.09
		TOTAL	\$ 55,612.49

ORIGINAL

INVOICE

Invoice #:

10310514

Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
	Carver Senior - HTS Routes	25061.41120	\$53,375.40
	Carver Senior - Monitors	25061.41438	\$1,974.00
	Carver Senior - EXC 5061-C-026411	25061.41210	\$271.26
		TOTAL	\$ 55,620.66

ORIGINAL



INVOICE

Invoice #:

10310542

Date:

11/18/09

Customer #:

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:**CUSTOMER PURCHASE ORDER #**

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
October 1, 2009 through October 31, 2009	Recovery School District		
(Welcome School)	Excel Academy - HTS Routes	25061.41120	\$16,309.15
(Welcome School)	Excel Academy - Monitors	25061.41438	\$5,428.50
(Welcome School)	Excel Academy - EXC	25061.41210	\$0.00
		TOTAL	\$ 21,737.65

ORIGINAL

Exhibit IV

November 2009 Invoices



INVOICE

Invoice #:

10328851

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009 (62% split) (62% split)	Page 1 of 2 Recovery School District		
	A.P. Tureaud - HTS Routes	25061.41120	\$ 24,908.52
	A.P. Tureaud - Monitors	25061.41438	\$ 2,763.60
	Banneker - HTS Routes	25061.41120	\$ 39,141.96
	Banneker - Monitors	25061.41438	\$ 7,106.40
	BT Washington - HTS Routes	25061.41120	\$ 24,908.52
	BT Washington - Monitors	25061.41438	\$ 8,290.80
	Clark Senior - HTS Routes	25061.41120	\$ 33,211.36
	Clark Senior - Monitors	25061.41438	\$ 2,763.60
	Cohen - HTS Routes	25061.41120	\$ 33,211.36
	Cohen - Monitors	25061.41438	\$ 1,381.80
	Dibert - HTS Routes	25061.41120	\$ 37,362.78
	Dibert - Monitors	25061.41438	\$ 4,145.40
	Douglass - HTS Routes	25061.41120	\$ 37,362.78
	Douglass - Monitors	25061.41438	\$ 4,145.40
	Drew/Arise Academy - HTS Routes	25061.41120	\$ 20,223.35
	Drew/Arise Academy - Monitors	25061.41438	\$ 1,774.63
	Habans - HTS Routes	25061.41120	\$ 24,908.52
	Habans - Monitors	25061.41438	\$ 1,381.80
	Harney - HTS Routes	25061.41120	\$ 24,908.52
	Harney - Monitors	25061.41438	\$ 4,145.40
	Henderson - HTS Routes	25061.41120	\$ 16,605.68
	Henderson - Monitors	25061.41438	\$ 2,763.60
	John McDonogh - HTS Routes	25061.41120	\$ 41,514.20
	John McDonogh - Monitors	25061.41438	\$ 2,763.60
	Johnson - HTS Routes	25061.41120	\$ 29,059.94
	Johnson - Monitors	25061.41438	\$ 4,145.40
	Laurel - HTS Routes	25061.41120	\$ 41,514.20
	Laurel - Monitors	25061.41438	\$ 5,527.20
	Live Oak - HTS Routes	25061.41120	\$ 33,211.36
	Live Oak - Monitors	25061.41438	\$ 2,763.60
	International HS - HTS Routes	25061.41120	\$ 12,750.79
	International HS - Monitors	25061.41438	\$ -
		TOTAL	Continued

ORIGINAL



INVOICE

Invoice #:

10328851

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009 (50% split) (50% split)	Page 2 of 2		
	Recovery School District		
	Rabouin - HTS Routes	25061.41120	\$ 48,037.86
	Rabouin - Monitors	25061.41438	\$ 4,145.40
	Reed Senior - HTS Routes	25061.41120	\$ 49,817.04
	Reed Senior - Monitors	25061.41438	\$ 9,672.60
	Schaumburg - HTS Routes	25061.41120	\$ 45,665.62
	Shaumburg - Monitors	25061.41438	\$ 2,763.60
	Schwartz - HTS Routes	25061.41120	\$ 16,605.68
	Schwartz - Monitors	25061.41438	\$ 5,527.20
	Wicker/Success Prep - HTS Routes	25061.41120	\$ 16,605.68
	Wicker/Success Prep - Monitors	25061.41438	\$ 1,381.80
		TOTAL	\$ 730,888.55

ORIGINAL



INVOICE

Invoice #:

10328854

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Extracurricular Trips		
	Recovery School District	5061-C-024669	25061.41210
	A.P. Tureaud	5061-C-026549	25061.41210
	Banneker	5061-C-026451	25061.41210
	BT Washington		25061.41210
	Clark Senior	5061-C-026454	25061.41210
	Cohen	5061-C-025523	25061.41210
	Dibert	5061-C-026726	25061.41210
	Drew	5061-C-026539	25061.41210
	Douglass	5061-C-026441	25061.41210
	Habans	5061-C-026787	25061.41210
	Harney	5061-C-026968	25061.41210
	Henderson	5061-C-026844	25061.41210
	John McDonogh	5061-C-026572	25061.41210
	Johnson		25061.41210
	Laurel	5061-C-026278	25061.41210
	Live Oak	5061-C-026665	25061.41210
	International HS		25061.41210
	Rabouin	5061-C-026369	25061.41210
	Reed Senior	5061-C-026446	25061.41210
	Schaumburg		25061.41210
	Schwartz		25061.41210
	Wicker	5061-C-026423	25061.41210
		TOTAL	\$61,448.68

ORIGINAL



INVOICE

Invoice #:

10328857

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
	St. Julian - HTS Routes	25061.41120	\$16,605.68
	St. Julian - Monitors	25061.41438	\$0.00
	St. Julian - EXC	25061.41210	\$0.00
		TOTAL	\$ 16,605.68

ORIGINAL



INVOICE

Invoice #:

10328858

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
(Our Lady of Lourdes)	Hope Academy - HTS Routes	25061.41120	\$12,454.26
(Our Lady of Lourdes)	Hope Academy - Monitors	25061.41438	\$4,145.40
(Our Lady of Lourdes)	Hope Academy - EXC 5061-C-027170	25061.41210	\$147.92
		TOTAL	\$ 16,747.58

ORIGINAL

INVOICE

Invoice #:

10328859

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
November 1, 2009 through November 30, 2009	Recovery School District		
(Reed Modular Campus)	Craig Elem- HTS Routes	25061.41120	\$53,968.46
(Reed Modular Campus)	Craig Elem - Monitors	25061.41438	\$2,763.60
(Reed Modular Campus)	Craig Elem - EXC 5061-C-027036	25061.41210	\$86.59
		TOTAL	\$ 56,818.65

ORIGINAL



INVOICE

Invoice #:

10328861

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
	Reed Elem - HTS Routes	25061.41120	\$49,817.04
	Reed Elem - Monitors	25061.41438	\$4,145.40
	Reed Elem - EXC 5061-C-026846	25061.41210	\$200.24
		TOTAL	\$ 54,162.68

ORIGINAL

INVOICE

Invoice #:

10328863

Date:

01/06/10

Customer #:

241090

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Recovery School District
Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
November 1, 2009 through November 30, 2009		Recovery School District Greater Gentilly - HTS Routes Greater Gentilly - Monitors Greater Gentilly - EXC	25061.41120 25061.41438 25061.41210
			\$20,757.10 \$0.00 \$0.00
		TOTAL	\$ 20,757.10

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Invoice #:

10328865

Date:

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Chicago, IL 60673-1241

TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
	Fannie C. Williams - HTS Routes	25061.41120	\$41,514.20
	Fannie C. Williams - Monitors	25061.41438	\$1,381.80
	Fannie C. Williams - EXC 5061-C-027096	25061.41210	\$113.91
		TOTAL	\$ 43,009.91

ORIGINAL

INVOICE

Invoice #:

10328871

Date:

01/06/10

Customer #:

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1201 N. 3rd Street
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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
	Gregory - HTS Routes	25061.41120	\$45,665.62
	Gregory - Monitors	25061.41438	\$15,199.80
	Gregory - EXC 5061-C-026526	25061.41210	\$2,444.78
		TOTAL	\$ 63,310.20

ORIGINAL



INVOICE

Invoice #:

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Date:

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Customer #:

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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
	Coghill - HTS Routes	25061.41120	\$45,665.62
	Coghill - Monitors	25061.41438	\$1,381.80
	Coghill - EXC 5061-C-026841	25061.41210	\$605.63
		TOTAL	\$ 47,653.05

ORIGINAL



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Invoice #:

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Date:

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Customer #:

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P.O. Box 94064
Baton Rouge, LA 70804-9064

REMIT TO:

FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:**CUSTOMER PURCHASE ORDER #**

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District Carver Elem - HTS Routes Carver Elem - Monitors Carver Elem - EXC 5061-C-026783	 25061.41120 25061.41438 25061.41210	 \$37,362.78 \$1,381.80 \$478.07
		TOTAL	\$ 39,222.65

ORIGINAL



INVOICE

Invoice #:

10328889

Date:

01/06/10

Customer #:

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Baton Rouge, LA 70804-9064

REMIT TO:

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TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
November 1, 2009 through November 30, 2009	Recovery School District		
(Welcome School)	Excel Academy - HTS Routes	25061.41120	\$8,599.37
(Welcome School)	Excel Academy - Monitors	25061.41438	\$2,862.30
(Welcome School)	Excel Academy - EXC	25061.41210	\$0.00
		TOTAL	\$ 11,461.67

ORIGINAL

Exhibit V

December 2009 Invoices



INVOICE

Invoice #:

10333373

Date:

01/14/10

Customer #:

241090

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1201 N. 3rd Street
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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009 (62% split) (62% split)	Page 1 of 2		
	Recovery School District		
	A.P. Tureaud - HTS Routes	25061.41120	\$ 24,908.52
	A.P. Tureaud - Monitors	25061.41438	\$ 1,776.60
	Banneker - HTS Routes	25061.41120	\$ 45,665.62
	Banneker - Monitors	25061.41438	\$ 8,290.80
	BT Washington - HTS Routes	25061.41120	\$ 24,018.93
	BT Washington - Monitors	25061.41438	\$ 7,994.70
	Clark Senior - HTS Routes	25061.41120	\$ 33,211.36
	Clark Senior - Monitors	25061.41438	\$ 2,763.60
	Cohen - HTS Routes	25061.41120	\$ 33,211.36
	Cohen - Monitors	25061.41438	\$ 1,381.80
	Dibert - HTS Routes	25061.41120	\$ 37,362.78
	Dibert - Monitors	25061.41438	\$ 3,158.40
	Douglass - HTS Routes	25061.41120	\$ 37,066.25
	Douglass - Monitors	25061.41438	\$ 4,046.70
	Drew/Arise Academy - HTS Routes	25061.41120	\$ 23,995.21
	Drew/Arise Academy - Monitors	25061.41438	\$ 2,682.67
	Habans - HTS Routes	25061.41120	\$ 24,908.52
	Habans - Monitors	25061.41438	\$ 1,381.80
	Harney - HTS Routes	25061.41120	\$ 26,094.64
	Harney - Monitors	25061.41438	\$ 3,158.40
	Henderson - HTS Routes	25061.41120	\$ 16,605.68
	Henderson - Monitors	25061.41438	\$ 789.60
	John McDonogh - HTS Routes	25061.41120	\$ 41,514.20
	John McDonogh - Monitors	25061.41438	\$ 2,763.60
	Johnson - HTS Routes	25061.41120	\$ 28,466.88
	Johnson - Monitors	25061.41438	\$ 4,145.40
	Laurel - HTS Routes	25061.41120	\$ 41,514.20
	Laurel - Monitors	25061.41438	\$ 4,540.20
	Live Oak - HTS Routes	25061.41120	\$ 33,211.36
	Live Oak - Monitors	25061.41438	\$ 2,763.60
	International HS - HTS Routes	25061.41120	\$ 16,605.68
	International HS - Monitors	25061.41438	\$ -
	TOTAL		Continued

ORIGINAL



INVOICE

Invoice #:

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Date:

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009 (50% split) (50% split)	Page 2 of 2		
	Recovery School District		
	Rabouin - HTS Routes	25061.41120	\$ 45,072.56
	Rabouin - Monitors	25061.41438	\$ 4,145.40
	Reed Senior - HTS Routes	25061.41120	\$ 49,223.98
	Reed Senior - Monitors	25061.41438	\$ 5,724.60
	Schaumburg - HTS Routes	25061.41120	\$ 45,665.62
	Schaumburg - Monitors	25061.41438	\$ 1,776.60
	Schwartz - HTS Routes	25061.41120	\$ 16,605.68
	Schwartz - Monitors	25061.41438	\$ 5,527.20
	Wicker/Success Prep - HTS Routes	25061.41120	\$ 16,605.68
	Wicker/Success Prep - Monitors	25061.41438	\$ 888.30
		TOTAL	\$ 731,234.68

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Invoice #:

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Date:

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Patti J. Wallace, Director, Purch. & Contracts
1201 N. 3rd Street
P.O. Box 94064
Baton Rouge, LA 70804

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FirstGroup America
24179 Network Place
Chicago, IL 60673-1241

TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE	DESCRIPTION		ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Extracurricular Trips			
	Recovery School District	5061-C-027281	25061.41210	\$36,252.70
	A.P. Tureaud		25061.41210	\$0.00
	Banneker	5061-C-027447	25061.41210	\$2,622.62
	BT Washington		25061.41210	\$0.00
	Clark Senior	5061-C-027646	25061.41210	\$2,014.72
	Cohen	5061-C-027079	25061.41210	\$4,700.16
	Dibert	5061-C-026860	25061.41210	\$1,070.47
	Drew	5061-C-026542	25061.41210	\$450.75
	Douglass	5061-C-027258	25061.41210	\$2,148.63
	Habans	5061-C-028032	25061.41210	\$259.51
	Harney	5061-C-026440	25061.41210	\$409.75
	Henderson	5061-C-027806	25061.41210	\$275.36
	John McDonogh	5061-C-027433	25061.41210	\$2,166.20
	Johnson	5061-C-028175	25061.41210	\$127.57
	Laurel	5061-C-027308	25061.41210	\$4,778.77
	Live Oak	5061-C-027401	25061.41210	\$318.79
	International HS		25061.41210	\$0.00
	Rabouin	5061-C-027078	25061.41210	\$5,289.35
	Reed Senior	5061-C-027424	25061.41210	\$3,901.31
	Schaumburg	5061-C-028113	25061.41210	\$109.27
	Schwartz		25061.41210	\$0.00
Wicker		25061.41210	\$0.00	
		TOTAL	\$66,895.93	

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Invoice #:

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Date:

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Recovery School District
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1201 N. 3rd Street
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Baton Rouge, LA 70804-9064

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24179 Network Place
Chicago, IL 60673-1241

TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Recovery School District St. Julian - HTS Routes St. Julian - Monitors St. Julian - EXC	 25061.41120 25061.41438 25061.41210	 \$16,605.68 \$0.00 \$0.00
		TOTAL	\$ 16,605.68

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INVOICE

Invoice #:

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Date:

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1201 N. 3rd Street
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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Recovery School District		
(Our Lady of Lourdes)	Hope Academy - HTS Routes	25061.41120	\$12,454.26
(Our Lady of Lourdes)	Hope Academy - Monitors	25061.41438	\$4,145.40
(Our Lady of Lourdes)	Hope Academy - EXC 5061-C-027425	25061.41210	\$81.95
		TOTAL	\$ 16,681.61

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Invoice #:

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Date:

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Customer #:

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Baton Rouge, LA 70804-9064

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Chicago, IL 60673-1241

TERMS:

CUSTOMER PURCHASE ORDER #

		CUSTOMER OR INVOICE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Recovery School District		
(Reed Modular Campus)	Craig Elem- HTS Routes	25061.41120	\$51,596.22
(Reed Modular Campus)	Craig Elem - Monitors	25061.41438	\$2,763.60
(Reed Modular Campus)	Craig Elem - EXC 5061-C-027991	25061.41210	\$248.05
		TOTAL	\$ 54,607.87

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Invoice #:

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Date:

01/14/10

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1201 N. 3rd Street
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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
December 1, 2009 through December 31, 2009	Recovery School District		
	Reed Elem - HTS Routes	25061.41120	\$49,817.04
	Reed Elem - Monitors	25061.41438	\$3,158.40
	Reed Elem - EXC 5061-C-027638	25061.41210	\$236.31
		TOTAL	\$ 53,211.75

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Invoice #:

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Date:

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
December 1, 2009 through December 31, 2009	Recovery School District		
	Greater Gentilly - HTS Routes	25061.41120	\$20,757.10
	Greater Gentilly - Monitors	25061.41438	\$0.00
	Greater Gentilly - EXC	25061.41210	\$0.00
		TOTAL	\$ 20,757.10

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Invoice #:

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Date:

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
December 1, 2009 through December 31, 2009	Recovery School District		
	Gregory - HTS Routes	25061.41120	\$45,665.62
	Gregory - Monitors	25061.41438	\$6,316.80
	Gregory - EXC 5061-C-027416	25061.41210	\$1,516.08
		TOTAL	\$ 53,498.50

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Invoice #:

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TERMS:

CUSTOMER PURCHASE ORDER

DATES OF SERVICE		DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009		Recovery School District		
		Coghill - HTS Routes	25061.41120	\$45,665.62
		Coghill - Monitors	25061.41438	\$1,381.80
		Coghill - EXC 5061-C-027642	25061.41210	\$528.06
			TOTAL	\$ 47,575.48

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Invoice #:

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Date:

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Customer #:

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Baton Rouge, LA 70804-9064

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE		DESCRIPTION	ACCOUNT #
December 1, 2009 through December 31, 2009	Recovery School District		
	Carver Elem - HTS Routes	25061.41120	\$37,362.78
	Carver Elem - Monitors	25061.41438	\$1,381.80
	Carver Elem - EXC 5061-C-027643	25061.41210	\$664.65
		TOTAL	\$ 39,409.23

ORIGINAL



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Invoice #:

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Date:

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Customer #:

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Recovery School District		
	Carver Senior - HTS Routes	25061.41120	\$37,362.78
	Carver Senior - Monitors	25061.41438	\$1,381.80
	Carver Senior - EXC 5061-C-027120	25061.41210	\$5,006.04
		TOTAL	\$ 43,750.62

ORIGINAL



INVOICE

Invoice #:

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Date:

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TERMS:		CUSTOMER PURCHASE ORDER #	
DATES OF SERVICE	DESCRIPTION	ACCOUNT #	AMOUNT
December 1, 2009 through December 31, 2009	Recovery School District		
(Welcome School)	Excel Academy - HTS Routes	25061.41120	\$8,302.84
(Welcome School)	Excel Academy - Monitors	25061.41438	\$2,763.60
(Welcome School)	Excel Academy - EXC	25061.41210	\$0.00
		TOTAL	\$ 11,066.44

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